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DICTIONARY
of
FOREIGN TRADE

BY

FRANK HENIUS

FOREIGN TRADE COUNSELOR

AUTHOR OF

"The ABC of Foreign Trade"
"Trade with Latin-America: How to Get and Hold It"
"The ABC of Latin-America"
Dictionaries and Language Books for the Soldier
(several languages)
and other books

Second Edition

(Completely revised and greatly expanded)

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PRINTED IN THE UNITED STATES OF AMERICA

TO THE

TRANSPORTATION COMPANIES

WHO

ON LAND, AT SEA, AND IN THE AIR

CONTRIBUTE SO LARGELY AND EFFICIENTLY

TO THE

WORLD'S FOREIGN TRADE

AND BY THEIR ACTIVITIES AND SERVICES

MAKE THE INTERCHANGE OF GOODS

INTERNATIONALLY POSSIBLE

CONCERNING FOREIGN TRADE

The following quotations are reproduced with the permission of the authors:

"Expansion of our foreign trade is essential to the solution of our employment problem. . . . High productivity in the American domestic economy, augmented by an increased foreign trade based on generous concessions in return for genuine reciprocity, will do much to promote and maintain international cooperation."

EUGENE P. THOMAS
Chairman and President
National Foreign Trade Council

"America cannot have prosperity with a depressed capital goods industry. The world will need the machines, tools and equipment which America must produce to avoid serious unemployment. It looks as though foreign trade is a part of the answer if you expect prosperity in America."

ERIC A. JOHNSTON
Former President
Chamber of Commerce of the United States of America

". . . private enterprise with its long experience in matters affecting foreign trade, in its practical details, can contribute greatly to the national welfare—and indeed to international welfare as well. . . ."

JOHN W. WHITE
President
Westinghouse Electric International Company
Chairman
Committee on International Business Agreements of the National Foreign Trade Council

"We will be starting a race for international trade such as the world has never seen."

R. W. GIFFORD
Vice President
Norge Division
Borg-Warner Corporation

"The expansion of our export and import trade to the fullest possible extent will greatly benefit America and all her people."

L. O. HEAD
President
Railway Express Agency

"We hear the phrase 'know how' used many times these days. Perhaps in no field is it so important as in business transactions between countries. While there is nothing mysterious about the export and import trade, it is nevertheless true that the right way of conducting it will produce profits and good will whereas mistakes will result in losses and ruffled feelings."

WARREN LEE PIERSON
President
All America Cables and Radio, Inc.

"Other things being equal, international trade prospers and will prosper to the extent that business enterprises have security as to their property and are able to carry on business without adverse discrimination."

AUSTIN T. FOSTER
Chairman
Committee on Treaties of Friendship and Commerce
National Foreign Trade Council
Counsel
Socony-Vacuum Oil Company, Inc., New York

"When we turn to think of the place which will be occupied by commercial aviation, we can allow our imagination almost unlimited bounds without surpassing the realm of possibility."

DR. HENRY F. GRADY
President
American President Lines, Ltd.

"I should like to emphasize the importance of our further improving our distribution methods so as to decrease the cost of our goods to the foreign consumer and maintain our competitive position."

Hon. GEORGE S. MESSERSMITH
United States Ambassador to Mexico

"The most urgent call of the new era in world trade will be for business statesmanship and a spreading of the knowledge of the aims of American commerce and industry."

JAMES S. CARSON
Chairman
Foreign Trade Education Committee
National Foreign Trade Council
Vice President
American & Foreign Power Co., Inc.

CONCERNING FOREIGN TRADE

"We need to draw on the theory and learning of the scholar. We need the practical experience of the businessman. We need the art of government, which, in a democracy, is the art of getting the people to act together. And we particularly need—and here is where we shall have to work hardest – we need an understanding by each of these three of the problems of the other two. . . . The problem is to get the proper balance. . . ."

W. RANDOLPH BURGESS
Former Chairman of the Board
National City Bank of New York

"In the re-arrangement of world trading . . . , I claim for China participation in the export markets of the world. Her export list must be restored and expanded . . . and must be energized by the inclusion of processed goods from China."

WILLIAM P. HUNT
Former President
William Hunt & Co. Federal, Inc.

"Those of us who advocate the 'key nation' approach believe that the stabilization of key currencies is the first and indispensable step in the stabilization of all currencies. Key currencies are those in which international trade is commonly conducted and, at the present time, consist of the British pound sterling and the American dollar."

WINTHROP W. ALDRICH
Former Chairman of the Board
Chase National Bank

"Post-war foreign trade can add 10% to America's Pay Envelope."

BEARDSLEY RUML
Chairman
Federal Reserve Bank of New York

"Our own domestic recovery and reconstruction will greatly influence world reconstruction and should go hand in hand with our preparations for international collaboration."

GEO. W. WOLF
President
United States Steel Export Company

"If we are to have a strong and healthy merchant marine, and keep it so in years to come, it must attract private capital."

ALMON E. ROTH
President
National Federation of American Shipping

"More than anything else, American trade will be what American traders make it."

Hon. JAMES A. FARLEY
Chairman of the Board
Coca-Cola Export Corporation

"Before we can work out the details of any constructive plan, we must reach some agreement as to the major elements of a general program for the rebuilding of foreign trade. Certain things and certain principles must be the foundation of this work."

CLARK H. MINOR
President
International General Electric Company

"The basic principle of foreign trade is that it is a trade. Trade must ultimately balance."

WILBERT WARD
Vice President
National City Bank of New York

"One of the most vital problems confronting United States foreign trade in the next few years will be the part we shall play in meeting the urgent requirements of foreign countries for post-war reconstruction and development. To supply the tremendous needs of many European and Asiatic countries for the rehabilitation of their devastated economies, and to fill the pent-up demand of many other areas of the world for American goods will create a demand for the results of American production over the next decade."

KENNETH H. CAMPBELL
Manager
Foreign Commerce Department
Chamber of Commerce of the United States of America

"The future opportunities of air cargo will revolutionize our merchandising methods."

EDDIE V. RICKENBACKER
President and General Manager
Eastern Air Lines

CONCERNING FOREIGN TRADE

"International foreign trade is too frequently considered as an unimportant adjunct of domestic trade. International trade can be, by contrast with this limited view, a positive sustaining force in the United States economy."

Hon. WAYNE CHATFIELD TAYLOR
Chairman
International Trade Committee of Economic Development

"Common understanding and sympathy for each other's problems is as important to world peace as high standards of living for all peoples. Through expanded world trade a better understanding among nations can be achieved, as well as a fuller and richer way of life."

ARTHUR PAUL
Former Assistant to the Secretary of Commerce

"If there can be restored to World Trade a buoyancy and progressive growth such as marked it during the last half of the nineteenth century, there will be enough prosperity to go around."

ROBERT H. PATCHIN
Vice President
W. R. Grace & Co.

"There is a school of thought in our country that an active and courageous export program particularly in the field of machinery and capital goods is indispensable to our continued well-being and to the prosperity of the rest of the world. . . . As other countries become more industrialized and raise their standards of living, they become customers for the products of American industry."

Hon. JAMES E. MURRAY
Former United States Senator from Montana

"Our greatness as a nation depends so much upon our inclination to cooperate with each other and upon our willingness to work together for the common good."

J. B. HUTSON
United States Under Secretary of Agriculture

"The structure of goodwill between peoples and communities, of the understanding between peoples and communities and of trade between peoples and communities is built upon three pedestals: communications, transportation and finance or exchange."

FRANK C. PAGE
Vice President
International Telephone & Telegraph Corporation

"International trade on as full and free a basis as possible is necessary not only as a sound economic foundation . . . , but it is also necessary in order that we may have fuller production and employment at home."

LEO T. CROWLEY
Formerly Administrator
Foreign Economic Administration

"The preference of the American people for private initiative and management in the conduct of most business enterprises has been made clear many times, and has never been clearer than at the present moment. This preference extends to Foreign Trade. Indeed, it is, if anything, clearer in that field than in others."

B. F. HALEY
Director
Office of Economic Affairs, Department of State

"Thinking people everywhere recognize that we must buy the products of other lands if we would sell them the products of ours."

ALEX. McD. McBAIN
Manager
Foreign Relations Department
The Bank of Nova Scotia, Toronto

"Air Power comprises five elements. Its heart is air commerce; its sinews air force; its backbone aircraft production."

EUGENE E. WILSON
Vice Chairman
United Aircraft Corporation, Chairman, Board of Governors,
Aeronautical Chamber of Commerce of America, Inc.

"The conviction that permanently increased foreign trade will be good for this country and for the countries with which it trades, that it will tend to promote world-prosperity, is not the consequence of any new theory, but rather of observation of events. . . ."

HERBERT E. GASTON
Former Director
Export-Import Bank of Washington, D. C.

". . . in the days to come American business and industry, properly conjoined with an American foreign policy, will feel the urge to export not only more and more products, but will want to export our standard of living and way of life. . . ."

ERIC HODGINS
Time, Inc.

CONCERNING FOREIGN TRADE

"Our strong economic position and great influence place the opportunity and the responsibility for leadership largely in the United States."

WILLIAM A. FOWLER
Former Chief
Division of Commercial Policy
Department of State

"My reasons for believing that there will be greater expansion of the world's foreign trade and all-round economic growth—that there must be both—are based on the planning today by the nations' governments and businessmen alike."

VERNON LEE WHITNEY
Director
Socony-Vacuum Oil Company

. . . participating governments may find international commodity agreements in their common interest and necessary for the preservation of a sound economic world order . . ."

FREDERICK M. EATON
Former U. S. Deputy Member and Executive Secretary of the Combined Raw Materials Board and the Combined Production and Resources Board

"It seems abundantly clear that America can never have a foreign policy based on the principles of democracy and international good will as long as international trade is dominated by cartels."

WENDELL BERGE
Former Assistant Attorney General of the United States

"Surely American business is equally concerned with the improvement in the type and training of the representatives, who are as truly the people who shape our international relations as if they were directly public servants."

Hon. CHRISTIAN A. HERTER
U. S. House of Representatives (Massachusetts)

"We are altering our laws to make possible the utilization of assistance from every source in the development of rural, industrial and political economy."

DR. H. H. KUNG
of Chungking, China

"Individual initiative is more flexible, more economical and quicker to react to changing conditions."

R. L. DIXON
President
R. L. Dixon & Bro.

"I have great confidence in the future of the Foreign Trade Zone idea."

Hon. EMANUEL CELLER
Congressman from New York

"Knowledge and understanding of conditions prevailing abroad furnish the best counsel in the formulation of policies regarding foreign business. . . ."

ERIC L. F. ARCHDEACON
Formerly with Bankers Trust Company, New York

"Every American has a personal stake in postwar foreign trade."

Hon. SCHUYLER OTIS BLAND
Congressman from Virginia
Chairman
House Committee on Merchant Marine and Fisheries

"Our merchant marine and foreign trade can mean 5,000,000 post-war jobs."

Vice Admiral EMORY S. LAND (C. C.)
U. S. Navy (ret'd)
former Chairman
United States Maritime Commission and War Shipping Administration

"It is a certainty the United States will emerge with the largest commercial fleet in the world."

J. B. YOUNG
President
Barber Steamship Lines, Inc.

"The war will leave the United States with an expanded capacity to produce for export and with a favorable competitive position for its principal export products."

OSCAR B. RYDER
Chairman
United States Tariff Commission

"American railroads have a great stake in export and import traffic . . . the services of our Foreign Department are geared to greet the expansion of this business that the future will bring."

ARTHUR E. BAYLIS
Assistant General Freight Traffic Manager
New York Central System

"Experience in foreign trade, foreign residence, knowledge of given areas of the world from a geographic as well as an economic standpoint, and other experiences, knowledge and training, are qualifications which will assist in meeting the requirements for positions."

HARRY B. MITCHELL
President
United States Civil Service Commission

CONCERNING FOREIGN TRADE

"For our own salvation we in the United States must cooperate with other like-minded nations in setting up a sound and equitable system of commercial and economic relationships among all nations. A vigorous and expanding international trade is indispensable to such a system."

FRANKLIN D. ROOSEVELT

"Home trade and world trade are linked together in indissoluble ties of intimacy and inter-relationship. If the history of the last thirty years teaches us anything, it is that we cannot have a prosperous domestic peacetime economy if the rest of the world is partly idle, more or less bankrupt, and poorly fed and clothed. Our great industrial activity and our high standards of living here at home have become geared into the operation of world trade.

"A prosperous America with a well-developed two-way flow of foreign trade is one of the most important factors in the stabilization of the post-war world economy. The barriers to the free flow of world trade are very great. The removal of many of these barriers is a prerequisite to any large scale renewal of normal world trade. . . . There can be no real peace or security where there is economic disorder and instability. We must, therefore, direct our earnest efforts to bringing about international economic collaboration."

WILLIAM K. JACKSON
President
Chamber of Commerce of the United States of America

FOREWORD

Foreign Traders have their own professional language. To interpret its meaning, I wrote the *Dictionary of Foreign Trade*, endeavoring to bring together, in one compact volume, the definitions of foreign trade terms, usages, practices, procedures, and abbreviations, alphabetically arranged, for ready and handy reference. I wrote the book because I believed it was needed. The success of the first edition and the hundreds of unsolicited letters have proved that it *was* needed, and I am therefore encouraged to present a second edition.

The present volume is a thoroughly rewritten book, for the termination of World War II made obsolete many of the terms and regulations, as well as a great many of the documents, which appeared in the first edition. It also made necessary the addition of new material.

In compiling this work, I have drawn upon my forty years of experience as a foreign trader and as a Foreign Trade Counselor. I have also had the generous co-operation of officials of the United States Government departments and foreign consular offices, foreign trade associations and boards of trade, steamship and railroad companies, air and truck lines, and importers and exporters. A formal acknowledgment of this assistance, with a list of those who co-operated with me, is given on the pages following this foreword.

The book is intended for all those who are actively engaged in foreign trade and for all those who intend to enter it in any of its phases: importing and exporting; transportation by land, sea, or air; communications and forwarding; banking, insuring, and chartering; and so forth. Writers, statisticians and economists, students and teachers, lawyers and merchants, will find the Dictionary extremely valuable as a reference.

I trust the *Dictionary of Foreign Trade* in its revised form will continue to enjoy the popularity of the original edition, render useful service, and make many new friends.

FRANK HENIUS

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All America Cables and Radio, Inc.
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American Arbitration Association
American Bankers Association
American Bureau for Financial Research
American Commerce Association
American Cotton Shippers' Association
American Express Company
American Fair Trade Council, Inc.
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American-India Trading Co.
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American Institute of Warehousing
American Institute of Weights and Measures
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American President Lines
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American Tankers Corporation
American Tariff League

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New York Cocoa Exchange, Inc.
New York Coffee and Sugar Exchange, Inc.
New York Cotton Exchange
New York Customs Brokers Association, Inc.
New York Foreign Trade Zone Operators
New York Produce Exchange
New York Trust Company, New York
Newsweek
Ocean-Freight Refund Committee
Office of Education, Federal Security Agency
Office of War Information
Overseas Credit Corporation
Overseas Underwriters, Inc., Chicago
Pan American Airways System
Pan American Union
Patent Office
Pitt & Scott
Pope & Talbot, Inc.
Post Office Department
Quartermaster General's Office, War Department

Radio Corporation of America, New York
Railway Express Agency
Riggs National Bank, Washington, D.C.
Royal Bank of Canada, Montreal, Canada
Rustless Iron & Steel Corporation, New York
Securities and Exchange Commission
Shepard Steamship Company, Seattle, Washington
Ship Operators Association, Inc.
Socony-Vacuum Oil Co., Inc., New York
Southern Railway System
Standard Vacuum Oil Company
Steamship Sanitation Co., Inc.
T. J. Stevenson & Co., Inc.
Tariff Commission
Tide
Time, Inc.
Toplis & Harding, New York
United Aircraft Corporation
United Fruit Company
United States Lines
United States Public Health Service
United States Steel Export Company
United States Sugar Refiners' Association, New York
United States Tariff Bureau
United States Trade Mark Association, The
United States Treasury
Unz & Company
War Department
War Manpower Commission
Warehousemen's Association of the Port of New York, Inc.
Westinghouse Electric International Company

In conclusion, the author's thanks are due to the embassies, legations, and consulate generals of the foreign countries, who have assisted with information, documents, and instructions. They include practically every country represented in Washington, D. C.

HOW TO USE THE DICTIONARY

This volume is composed of four parts: the Abbreviations, the Dictionary proper, Weights and Measures, and Specimen Forms.

The Abbreviations (on pages 1–43). Whenever more than one form of an abbreviation is commonly used (such as *fob, f.o.b., FOB, F.O.B.*), all forms have been listed. It should be borne in mind that an abbreviation *may* be used in any one of these forms, although all may not be listed.

The Dictionary (on pages 45–637). Terms are listed alphabetically by *subject:* to find the term *bare boat charter,* it is necessary to turn to *charter,* where it appears as *charter, bare boat.*

Weights and Measures (on pages 638–677). These consist of: The International Metric System of Weights and Measures (page 638); Weights and Measures, Units and Standards (page 645); Units of Weight and Measure: Definitions and Tables of Equivalents (page 647).

The Specimen Forms (on pages 679–960). These are arranged alphabetically by subject. Page references to the Forms will be found in connection with many of the definitions. Likewise, the Forms carry page references to corresponding definitions in the text. Where necessary or advisable, documents, regulations, and other papers have been inserted in the text itself.

Abbreviations

Abbreviations are defined in this dictionary, but they should not be used in foreign trade quotations or contracts unless their meaning is definitely understood and accepted by both parties. (*See* Definitions, foreign trade, American. *See* "How to Use the Dictionary.")

a.: Attached.
@: At.
A 1: A 1 (denoting first quality).
a.a.: Always afloat.
a. & r.: Air and rail.
a.a.r.: Against all risks (marine insurance).
ab.: About.
abbr.: Abbreviation *or* Abbreviated.
Abbr.: Abbreviation *or* Abbreviated.
abbrev.: Abbreviation *or* Abbreviated.
Abbrev.: Abbreviation *or* Abbreviated.
abt: About.
Abt: About.
A.c.: American conditions (insurance).
A.C.: Alternating current.
a/c: Account current *or* Account.
A/c: Account current *or* Account.
A/C: Account current *or* Account.
acc.: Acceptance *or* Accepted *or* Account.
Acc.: Acceptance *or* Accepted *or* Account.
Acce: Acceptance.
accrd: Accrued.
acct: Account.
Acct: Account *or* Account current.
ack.: Acknowledge *or* Acknowledged.
ackgt: Acknowledgment.
ackn.: Acknowledge *or* Acknowledged.
ackn'd: Acknowledged.
ackn't: Acknowledgment.
acpt.: Acceptance.
Acpt.: Acceptance.
a/cs pay.: Accounts payable.
A/cs Pay.: Accounts payable.
a/cs rec.: Accounts receivable.
A/cs Rec.: Accounts receivable.
act.: Active.
actg: Acting.
a.d.: After date.
a/d: Alternate days *or* After date.
A/D: After date *or* Alternate days.
ad.: Advertisement.
adj.: Adjuster.
Adm.: Administration.
adv.: Advance *or* Advice *or* Advertisement *or* Advanced *or* Advised *or* Advise.
Adv.: Advance *or* Advice *or* Advertisement.
ad val.: (ad valorem) According to value.
Ad val.: (ad valorem) According to value.
advert.: Advertisement *or* Advertise.
advt: Advertisement *or* Advertise.
advtg: Advertising.
A.F.B.: Air freight bill.
Afft: Affidavit.
ag.: Against.
agcy: Agency.
agrd: Agreed.
agrt: Agreement.
ag'st: Against.
agt: Agent.
Agt: Agent.
agts: Agents.
Agts: Agents.
Ag'y: Agency.
A.H.: After-hatch.
a.h.p.: Air horse power.
A.H.P.: Air Horse Power.
alt.: Alternate.
Am.: America *or* American.
Amer.: America *or* American.
amid.: Amidships.
amp.: Ampere *or* Amperes.
amt: Amount.
amts: Amounts.
a.n.: Arrival notice.
A.N.: Arrival notice.
ans.: Answer *or* Answered.
answ.: Answer *or* Answered.

answ'd: Answered.
a.o.: Account of.
A.O.: Account of.
a/o: Account of.
A/O: Account of.
A one: First class.
a/or: And/or.
a.p.: Additional premium.
A.P.: Additional premium *or* Account payable.
AP.: Account payable.
A/P: Authority to purchase *or* Authority to pay *or* Account payable.
appd: Approved.
appln: Application.
Approv.: Approval.
a.r.: All risks *or* All rail.
A.R.: Accounts receivable.
a/r: All risks.
A/R: All risks.
arbtrn: Arbitration.
arbtror: Arbitrator.
arr.: Arrival *or* Arrived.
arr'd: Arrived.
arrgt: Arrangement.
art.: Article.
Art.: Article.
arts: Articles.
Arts: Articles.
a.s.: At sight *or* After sight.
A.S.: Account sales.
A/s: Account sales *or* After sight *or* At sight.
A/S: After sight *or* At sight *or* Account sales.
assd: Assessed *or* Assured *or* Assorted.
Assist: Assistant.
assmt: Assessment *or* Assortment.
assn: Association.
Assn: Association.
assoc.: Associate *or* Associated.
Assoc'n: Association.
assort.: Assorted *or* Assortment.
ass't: Assessment.
Asst: Assistant.
asstd: Assorted.
A/T: American terms.
Atl,: Atlantic.
att.: Attached *or* Attention.
Att.: Attorney.
atten.: Attention (of).
attn: Attention.
att'y: Attorney.
atty: Attorney.
a.v.: (ad valorem) According to value.
A/V: (ad valorem) According to value.
av.: Avenue.
Av.: Avenue.
avdp.: Avoirdupois.
ave: Avenue.
Ave: Avenue.
a.w.: All water (transportation).
a/w: Actual weight.
A/W: All water (transportation) *or* Actual weight.
a.w.b.: Air waybill.
A.W.B.: Air waybill.
AWB: Air waybill.

b.: Bag *or* Bale.
B.: Bag *or* Bale *or* Bond.
B/: Bag.
B.A.I.: Bureau of Animal Industry.
B.A.I. cert.: B.A.I. certificate.
B.A.I. certif.: B.A.I. certificate.
bal.: Balance.
Bal.: Balance.
balce: Balance.
Balce: Balance.
bal'd: Balanced.
Balto.: Baltimore (port).
barl: Barrel.
Barl: Barrel.
barls: Barrels.
Barls: Barrels.
bbl: Barrel.
Bbl: Barrel.
bbls: Barrels.
Bbls: Barrels.
B/C: Bill for collection.
bchs: Bunches.
B.D.: Bills discounted *or* Bank draft.
B/D: Bank draft *or* Bills discounted.
bd: Board *or* Bord *or* Bond.
Bd: Board (of a corporation) *or* Bord *or* Bond.
bdl.: Bundle.
bdle: Bundle.
bdles: Bundles.
bdls: Bundles.

bds: Boards.
b.e.: Bill of exchange.
B.E.: Bill of exchange.
B/E: Bill of exchange.
bef.: Before.
betw.: Between.
b/f: Brought forward.
B/f: Brought forward.
B/F: Brought forward.
B.F.D.C.: Bureau of Foreign and Domestic Commerce.
B/G: Bonded goods.
bg: Bag.
Bg: Bag.
bght: Bought.
bgs: Bags.
Bgs: Bags.
bgt: Bought.
B/H: Bill of health.
Bhd: Bulkhead.
Bk: Bank.
B'K: Bank.
bkg: Banking *or* Bookkeeping.
bkpg: Bookkeeping.
bkpr: Bookkeeper.
bkpt: Bankrupt.
bkrpt: Bankrupt.
Bks: Banks.
bkt: Basket.
Bkt: Basket.
bkts: Baskets.
Bkts: Baskets.
b.l.: Bill of lading.
B.L.: Bill of lading.
b/l: Bill of lading.
B/L: Bill of lading.
B/L or **Bu/L:** Bureau letter (as used internally by officials and employees of the Customs house).
bl.: Bale.
Bl.: Bale.
bldg: Building.
blk: Bulk.
blkd: Bulkhead.
B/Ls: Bills of lading.
bls: Bales.
Bls: Bales.
blvd: Boulevard.
Blvd: Boulevard.
B.M.: Board measure.
BN.: Banknote.
b.o.: Broker's order *or* Buyer's option.
B.O.: Buyer's option *or* Branch office.
b/o.: Brought over.
B/o: Brought over.
B/O: Brought over.
bos'n: Boatswain.
bot: Bought *or* Bottle.
boul.: Boulevard.
Boul.: Boulevard.
b.p.: By procuration (power of attorney).
B/p: Bills payable.
B/P: Bills payable.
B'Pay.: Bills payable.
B'PAY.: Bills payable.
B/R: Bills receivable.
Br.: Brother *or* Branch.
break.: Breakage.
b. rec.: Bills receivable.
B'Rec.: Bills receivable.
B'REC.: Bills receivable.
brl: Barrel.
Brl: Barrel.
brls: Barrels.
Brls: Barrels.
Br. O.: Branch Office.
Bro.: Brother.
Bros: Brothers.
Brt fwd: Brought forward.
b.s.: Bill of Sale *or* Balance sheet.
b/s: Bags *or* Bales.
B/s: Bags *or* Bales.
B/S: Bill of sale *or* Balance sheet.
bs: Bags *or* Bales.
Bs: Bags *or* Bales.
Bs/C: Bills for collection.
bsk.: Basket.
bskt: Basket.
Bs/L: Bills of lading.
b.t.: Berth terms.
bt: Bought.
btl.: Bottle.
bu.: Bushel.
Bu/L: Bureau letter, used internally by officers and employees of Customs house.
bur.: Bureau.
bus.: Bushels.
bush.: Bushel.

b.v.: Book value.
B.V.: Book value.
B/v: Book value.
B/V: Book value.
bx: Box.
Bx: Box.
bxd: Boxed.
bxs: Boxes.
Bxs: Boxes.

c: Centi-.
c.: Case *or* Cents *or* Centime *or* Cubic *or* Clean *or* Circa.
C.: Contra (against) *or* Currency *or* Case *or* Cents *or* Circa.
C/-: Case.
¢: Cents.
C.A.: Chartered accountant *or* Chief Accountant *or* Central America.
C/A: Capital account *or* Credit account.
ca: Circa (about) *or* Case.
Ca.: Case.
cab.: Cabin.
C.A.D.: Cash against documents (at port of entry).
C.A.D.N.Y.: Cash against documents, New York.
c.a.f.: Cost, assurance, freight.
C.A.F.: Cost, assurance, freight.
caf: Cost, assurance, freight.
CAF: Cost, assurance, freight.
Cal.: California.
Calif.: California.
C. Am.: Central America.
Can.: Canada *or* Canadian.
canc.: Cancel *or* Cancelled *or* Cancellation.
canc'd: Cancelled.
cancln: Cancellation.
c & d: Collection and delivery.
C & D: Collection and delivery.
c & f: Cost and freight.
c & F: Cost and freight.
C. & F.: Cost and freight.
c & i: Cost and insurance.
C. & I.: Cost and insurance.
cap.: Capacity *or* Capital.
Capt.: Captain.
cap'y: Capacity.
carr.: Carried *or* Carriage.
Carr. pd.: Carriage paid.
carr'd: Carried.
cart.: Cartage.
cash.: Cashier.
Cash.: Cashier.
Cash B/L: Cash against bill of lading.
Cash Docs: Cash against documents.
cat.: Catalogue.
catlge: Catalogue.
C.B.D.: Cash before delivery.
c.c.: Carbon copy *or* Cash credit.
C.C.: Chamber of Commerce *or* Cash credit *or* Cashier's check *or* Civil commotion (including riots).
c.d.: Cash discount *or* Certificate of deposit.
C.D.: Cash discount *or* Certificate of deposit.
C/D: Cash discount *or* Certificate of deposit *or* Certificate of delivery.
cd.: Carried.
Cd.: Conditional.
CD.: Conditional.
cd forwd: Carried forward.
Cd. Sl.: Conditional sale.
Cen. Am.: Central America.
cert.: Certified *or* Certificate *or* Certify.
Cert.: Certify *or* Certificate *or* Certified.
cert. inv.: Certified invoice.
Cert. inv.: Certified invoice.
certif.: Certified *or* Certify *or* Certificate.
Certif.: Certificate *or* Certified *or* Certify.
certif. inv.: Certified invoice.
Certif. inv.: Certified invoice.
c.f.: Cubic feet.
C.F.: Cubic feet.
c/f: Carried forward.
C/f: Carried forward.
cf: Cubic foot.
Cf: (Latin: Confer) Compare.
c.f. & i.: Cost, freight, and insurance.
C.F. & I.: Cost, freight, and insurance.
cf & i: Cost, freight, and insurance.
CF & I: Cost, freight, and insurance.

c.f.i.: Cost, freight, insurance.
C.f.i.: Cost, freight, insurance.
C.F.I.: Cost, freight, insurance.
c.f.o.: Calling for orders.
c.ft: Cubic foot (*or* feet).
cg.: Centigram.
cge: Carriage.
Cge: Carriage.
cge pd: Carriage paid.
Cge pd: Carriage paid.
C.H.: Custom house *or* Clearing house.
ch.: Charge *or* Charges.
Ch.: Charge *or* Charges *or* Chief.
char.: Charter.
Char.: Charter.
chem.: Chemical *or* Chemicals.
chf: Chief.
Ch'f: Chief.
chg.: Change *or* Charge.
chgd: Changed *or* Charged.
chge: Charge *or* Change.
Chge: Charge *or* Change.
chges: Charges.
Chges: Charges.
chges fd: Charges forward.
Chges fd: Charges forward.
chges f'd: Charges forward.
Chges f'd: Charges forward.
chges fwd: Charges forward.
Chges fwd: Charges forward.
chges pd: Charges paid.
Chges pd: Charges paid.
chges ppd: Charges prepaid.
Chges ppd: Charges prepaid.
chgs: Changes *or* Charges.
Ch. of C.: Chamber of Commerce.
ch. pd: Charges paid.
Ch. pd: Charges paid.
ch. ppd: Charges prepaid.
Ch. ppd: Charges prepaid.
chq.: Cheque.
Chq.: Cheque.
chs: Charges.
Chs: Charges.
chs fd: Charges forward.
Chs fd: Charges forward.
chs f'd: Charges forward.
Chs f'd: Charges forward.
chs fwd: Charges forward.
Chs fwd: Charges forward.
chs pd: Charges paid.
Chs pd: Charges paid.
chs ppd: Charges prepaid.
Chs ppd: Charges prepaid.
chtr: Charter.
chtrd: Chartered.
c.i.: Cost and insurance.
C.i.: Cost and insurance.
C.I.: Cost and insurance.
c & i: Cost and insurance.
C/I: Certificate of insurance.
C.i.a.: Cash in advance.
C.I.A.: Cash in advance.
c.i. & f.: Cost, insurance, and freigh
C.I. & F.: Cost, insurance, and freight.
ci & f: Cost, insurance, and freight.
c.i.f.: Cost, insurance, freight.
C.I.F.: Cost, insurance, freight.
cif: Cost, insurance, freight.
CIF: Cost, insurance, freight.
c.i.f. & c.: Cost, insurance, freight, and commission (*or* charges).
C.I.F. & C.: Cost, insurance, freight, and commission (*or* charges).
cif & c: Cost, insurance, freight, and commission (*or* charges).
CIF & C: Cost, insurance, freight, and commission (*or* charges).
c.i.f. & e.: Cost, insurance, freight, and exchange.
C.I.F. & E.: Cost, insurance, freight, and exchange.
cif & e: Cost, insurance, freight, and exchange.
CIF & E: Cost, insurance, freight, and exchange.
c.i.f. & i.: Cost, insurance, freight, and interest.
C.I.F. & I.: Cost, insurance, freight, and interest.
cif & i: Cost, insurance, freight, and interest.
CIF & I: Cost, insurance, freight, and interest.
c.i.f.c. & i.: Cost, insurance, freight, commission (*or* collection), and interest.
C.I.F.C. & I.: Cost, insurance, freight, commission (*or* collection), and interest.

cif c & i: Cost, insurance, freight, commission (*or* collection), and interest.
CIF C & I: Cost, insurance, freight, commission (*or* collection), and interest.
c.i.f.c.e. & i.: Cost, insurance, freight, commission (*or* collection), exchange, and interest.
C.I.F. C.E. & I.: Cost, insurance, freight, commission (*or* collection), exchange, and interest.
cif c e & i: Cost, insurance, freight, commission (*or* collection), exchange, and interest.
CIF C E & I: Cost, insurance, freight, commission (*or* collection), exchange, and interest.
c.i.f. e. & i.: Cost, insurance, freight, exchange, and interest.
C.I.F.E. & I.: Cost, insurance, freight, exchange, and interest.
cif e & i: Cost, insurance, freight, exchange, and interest.
CIF E & I: Cost, insurance, freight, exchange, and interest.
c.i.f.i.: Cost, insurance, freight, and interest.
C.I.F.I.: Cost, insurance, freight, and interest.
cifi: Cost, insurance, freight, and interest.
CIFI: Cost, insurance, freight, and interest.
c.i.f.i. & e.: Cost, insurance, freight, interest, and exchange.
C.I.F.I. & E.: Cost, insurance, freight, interest, and exchange.
cif i & e: Cost, insurance, freight, interest, and exchange.
CIF I & E: Cost, insurance, freight, interest, and exchange.
C. in N.Y.: Cash in New York.
cir.: About.
circ.: About.
ck: Cask *or* Check.
Ck: Cask *or* Check.
cks: Casks *or* Checks.
Cks: Casks *or* Checks.
c.l.: Carload.
C.L.: Carload.
cl: Centiliter *or* Clause.
class.: Classified *or* Classify *or* Classification.
Cl. B/L: Clean bill of lading.
c.l.d.: Cost laid down.
cld: Cleared.
Cld: Cleared.
Clean B/L: Clean Bill of Lading.
clk: Clerk.
C/M: Certificate of manufacture.
cm: Centimeter.
cm²: Square centimeter.
cm³: Cubic centimeter.
cml: Commercial.
C.M.S.: Combined marine surcharge (insurance).
C/N: Credit note.
c.o.: Carried over.
C.O.: Cash order.
c/o: Care of *or* Cash order *or* Carried over.
C/o: Carried over.
C/O: Cash order *or* Certificate of origin.
Co.: Company.
c.o.d.: Cash on delivery.
C.O.D.: Cash on delivery.
cod: Cash on delivery.
COD: Cash on delivery.
C. of C.: Chamber of Commerce.
coins.: Co-insurance.
coll.: Collect *or* Collection *or* Collateral *or* Collision.
Collat.: Collateral.
com'l: Commercial.
comm.: Commission *or* Commerce.
comm. agt: Commission agent.
comm'l: Commercial.
comm'n: Commission.
comm'n agt: Commission agent.
compl.: Complete.
conf.: Confirmed *or* Confirm *or* Conference.
Conf.: Confirm *or* Confirmed *or* Confirmation *or* Conference.
confce: Conference.
conf'ce: Conference.
conf'd: Confirmed.
Conf'n: Confirmation.
CONS: Consignment.

cons.: Consigned *or* Consignment *or* Consular *or* Consolidated *or* Consul.
Cons.: Consul.
cons. cert.: Consular certificate.
cons. Certif.: Consular certificate.
consgd: Consigned.
consgt: Consignment.
cons. inv.: Consular invoice.
Cons. Inv.: Consular invoice.
consol.: Consolidated.
consol'd: Consolidated.
Cons't: Consignment.
cont.: Contents *or* Containing.
Cont.: Continent *or* Contents.
contd: Continued.
contg: Containing.
contr.: Contract.
Cont. U.S.A.: Continental United States of America.
co-op.: Co-operative.
coop.: Co-operative.
co-ops: Co-operatives.
coops: Co-operatives.
copr.: Copyright *or* Copyrighted.
cor.: Corner.
corp.: Corporation.
Corp.: Corporation.
corpn: Corporation.
Corpn: Corporation.
corr.: Correspondent *or* Corresponding *or* Correspondence.
corresp.: Correspondent *or* Correspondence *or* Corresponding.
Correspond.: Correspondent *or* Correspondence *or* Corresponding.
c.o.s.: Cash on shipment.
C.O.S.: Cash on shipment.
c/p: Charter party *or* Custom of the port.
C/P: Charter party *or* Custom of the port.
C.P.A.: Certified Public Accountant.
c.r.: Carrier's risk *or* Current rate.
C.R.: Carrier's risk *or* Current rate.
C/R: Company's risk *or* Carrier's risk.
cr: Credit *or* Creditor.
Cr: Credit *or* Creditor.
CR: Credit.
CRDT: Credit.
Cred.: Credit.
cred. bal.: Credit balance.
C.R.M.: Cash by return mail *or* Cash on receipt of merchandise.
C.R.S.: Cash by return steamer.
crt.: Crate.
crts.: Crates.
C/s: Case *or* Cases.
cs: Case *or* Cases.
Cs: Cases.
CS: Cases.
csk: Cask.
CSK: Cask.
csks: Casks.
CSKS: Casks.
C.T.: Conference terms *or* Cable transfer.
C/T: Cable transfer.
ct: Cent *or* Credit *or* Current.
Ct: Cent *or* Credit *or* Current.
cte: Crate.
ctes: Crates.
ctf: Certified *or* Certify *or* Certificate.
Ctf: Certified *or* Certify *or* Certificate.
ctfs: Certificates.
Ctfs: Certificates.
ctge: Cartage.
c.t.l.: Constructive total loss.
C.T.L.: Constructive total loss.
c.t.l.o.: Constructive total loss only.
C.T.L.O.: Constructive total loss only.
Ctra: Contra (against).
cts: Cents *or* Centimes *or* Crates.
Cts: Cents *or* Centimes *or* Crates.
CTS: Cents *or* Centimes *or* Crates.
cu.: Cubic.
cub.: Cubic.
Cub.: Cubic.
cu. ft: Cubic foot *or* Cubic feet.
cu. in.: Cubic inch.
curr.: Current *or* Currency.
curr'y: Currency.
curt: Current.
cu. yd: Cubic yard.
c.w.: Commercial weight.
c.w.o.: Cash with order.
C.W.O.: Cash with order.
cwt: Hundredweight.
CWT: Hundredweight.
cy: Currency *or* Capacity.
CY: Currency *or* Capacity.

d: Deci- *or* Day *or* Dollar.
D.: Discount *or* Delivery *or* Day *or* Dollar.
D.A.: Documents against (*or* for *or* on) acceptance.
d/a: Days after acceptance.
D/a: Documents against (*or* for *or* on) acceptance *or* Deposit account *or* Days after acceptance.
D/A: Documents against (*or* for *or* on) acceptance *or* Deposit account *or* Deductible average *or* Discharge afloat *or* Days after acceptance.
da.: Days.
D.A.D.: Documents against discretion (of collecting bank).
d.b.a.: Doing business as.
D.bk.: Drawback.
dbk: Drawback.
Dbk: Drawback.
dbl.: Double.
dble: Double.
d.c. Deviation clause (insurance).
D.C.: Direct current.
D/C: Deviation clause (insurance).
d.d.: Days after date *or* Day's date *or* Demand draft *or* Delivered *or* Delayed delivery.
D.D.: Demand draft *or* Day's date.
d/d: Delivered *or* Day's date *or* Days after date *or* Delivered at dock *or* Days after delivery.
D/d: Delivered *or* Days after date *or* Day's date *or* Days after delivery.
D/D: Demand draft *or* Delivered dock *or* Day's date *or* Days after delivery *or* Days after date.
dd: Delivered.
Deb: Debit.
deb.: Debit.
Deb.: Debenture.
deb. bal.: Debit balance.
Debs: Debentures.
decl.: Declared *or* Declaration.
Decl.: Declared *or* Declaration.
deg.: Degree.
del.: Delivered.
del'd: Delivered.
dely: Delivery.
Dely: Delivery.
del'y: Delivery.
Del'y: Delivery.
dem.: Demurrage.
dep.: Deposit *or* Deposited *or* Departure *or* Department.
depr.: Depreciation.
dept: Departure *or* Department.
DEPT: Departure *or* Department.
destn: Destination.
det.: Detail.
dev.: Deviation.
dev. cl.: Deviation clause.
d.f.: Dead freight.
D.f.: Dead freight.
D.F.: Dead freight.
D/f.: Dead freight.
dft: Draft.
Dft: Draft.
DFT: Draft.
dft/a.: Draft attached.
Dft/a.: Draft attached.
DFT/a.: Draft attached.
dft/c.: Clean draft.
Dft/c.: Clean draft.
DFT/c.: Clean draft.
dfts: Drafts.
Dfts: Drafts.
DFTS: Drafts.
dg: Decigram.
di.: Diameter.
dia.: Diameter.
diam.: Diameter.
diff.: Difference *or* Different.
dim.: Dimension.
dir.: Director.
Dir.: Director.
dis.: Discount.
disbs: Disbursements.
disc.: Discount.
Disc.: Discount.
disch.: Discharging *or* Discharge *or* Discharged.
disct: Discount *or* Discounted.
distr.: Distribute *or* Distributor.
div.: Dividend *or* Division.
dkm³: Cubic decameter.
dl.: Deciliter.
DL: Dayletter.
dld: Delivered.
dlr: Dealer *or* Dollar.

dlrs: Dollars.
dlvy: Delivery.
dly: Daily.
dm.: Decimeter.
dm²: Square decimeter.
dm³: Cubic decimeter.
D/N: Debit note.
d.o.: Delivery order.
D.O.: Delivery order.
d/o: Delivery order.
D/O: Delivery order.
doc.: Document.
docs: Documents.
Docs: Documents.
d.o.f.: Delivery on field *or* Delivered on field.
D.O.F.: Delivery on field *or* Delivered on field.
dol.: Dollar.
doll.: Dollars.
dolls: Dollars.
dols: Dollars.
dom.: Domicile.
doz.: Dozen.
dozs: Dozens.
D/P: Documents against payment.
D/R: Deposit receipt.
dr.: Drawer *or* Dram.
dr. avdp.: Dram avoirdupois.
drbk: Drawback.
drbks: Drawbacks.
d.s.: Days *or* Document signed *or* Days after sight *or* Day's sight *or* Days' sight.
D.S.: Document signed *or* Days after sight *or* Days' sight.
d/s: Days after sight *or* Day's sight *or* Days' sight.
D/S: Days after sight *or* Days' sight *or* Day's sight.
ds: Days.
Ds: Days.
DS: Days.
Ds dft: Sight draft *or* Date draft.
Ds Dft: Sight draft *or* Date draft.
Ds DFT: Sight draft *or* Date draft.
DS dft: Sight draft *or* Date draft.
DS Dft: Sight draft *or* Date draft.
DS DFT: Sight draft *or* Date draft.
D.S.T.: Daylight Saving Time.
dstn: Destination.
d.t.: Delivery time.
D. time: Delivery time.
dun.: Dunnage.
dupl.: Duplicate.
d.w.: Deadweight.
D/W: Dock warrant.
d.w.c.: Dead weight capacity.
dwt: Pennyweight.
D/y: Delivery.
D'y: Delivery.
dz.: Dozen.
Dz.: Dozen.

E: Entry *or* East.
ea.: Each.
E. & O. E.: Errors and omissions excepted.
E.c.: English conditions (insurance).
E.D.S.T.: Eastern Daylight Saving Time.
e.e.: Errors excepted.
E.E.: Errors excepted.
e.g.: For instance (for example).
el.: Electrical.
elect.: Electrical.
emb.: Embargo.
enc.: Enclosure *or* Enclosed.
encl.: Enclosure *or* Enclosed.
Encl.: Enclosure *or* Enclosed.
encld.: Enclosed.
encl'd: Enclosed.
enclo.: Enclosure *or* Enclosed.
Enclos.: Enclosure *or* Enclosed.
end.: Endorsed *or* Endorsement *or* Endorse.
eng.: Engineer *or* Engine *or* Engineering.
engin.: Engineer *or* Engine *or* Engineering.
engr: Engineer.
entd: Entered.
ent'd: Entered.
E. & O.E.: Errors and omissions excepted.
e.o.m.: End of month.
E.O.M.: End of month.
E.O.S.: End of season.
eq.: Equivalent.
equiv.: Equivalent.

esp.: Especially.
especc.: Especially.
est.: Established *or* Estimated *or* Estimate.
E.S.T.: Eastern Standard Time.
Est.: Establishment *or* Estimate.
establ.: Established.
est'd: Established *or* Estimated.
est. wt. Estimated weight.
E.T.: Eastern Time.
ET: Eastern Time.
e.t.a.: Estimated time of arrival.
ex: (Latin) From *or* Out of.
Ex: (Latin) Out of *or* From.
Ex.: Exchange.
exam.: Examine *or* Examination *or* Examined.
exc.: Excess *or* Except *or* Excepted.
exch.: Exchange.
Exch.: Exchange.
exchge: Exchange.
Exchge: Exchange.
excl.: Excluded *or* Excluding *or* Exclusive.
exd: Examined.
Exd: Examined.
ex'd: Examined.
exp.: Export *or* Exported *or* Exporter *or* Express *or* Expense.
exps: Expenses *or* Exports.
expse: Expense.
expses: Expenses.
exptr: Exporter.
exs: Expenses.
ex whse: Ex warehouse.
Ex Whse: Ex warehouse.

f.: Fathom *or* Fathoms *or* Folio *or* Franc *or* Francs.
F.: Fathom *or* Fathoms *or* Folio *or* Franc *or* Francs *or* Fahrenheit.
f.a.: Free alongside.
F.A.: Free alongside.
FA: Free alongside.
f.a.a.: Free of all average.
F.A.A.: Free of all average.
f.a.c.: Fast as can.
fact.: Factory.
fact'y: Factory.
F.a.f.: Free at factory *or* Fly away (at) factory.
F.a.m.: Free at mill.
f. & a.: Fore and aft.
F. & D.: Freight and demurrage.
f.a.q.: Fair average quality *or* Free at quay.
F.a.q.: Fair average quality *or* Free at quay.
F.A.Q.: Fair average quality *or* Free at quay.
f.a.s.: Free alongside ship.
F.A.S.: Free alongside ship.
fas: Free alongside ship.
FAS: Free alongside ship.
fath.: Fathom.
faths: Fathoms.
fav.: Favor (letter).
f.b.: Freight bill.
F.B.: Freight bill.
f.b.h.: Free (on) board (in) harbor.
F.b.h.: Free (on) board (in) harbor.
fc: Franc.
f.c. & s.: Free of capture and seizure.
F.c. & s.: Free of capture and seizure.
F.C. & S.: Free of capture and seizure.
fco: Franco.
Fco: Franco.
F.c.s.: Free of capture and seizure.
F.C.S.: Free of capture and seizure.
fcs: Francs.
Fcs: Francs.
f.c.s.r. & c.c.: Free of capture, seizure, riots, and civil commotion.
fd: Forward.
f.d.: Free at dock *or* Free delivery *or* Free discharge *or* Free dispatch.
f/d: Free dock *or* Free docks.
F/d: Free dock *or* Free docks.
F. & D.: Freight and demurrage.
f'd: Forward.
F.D.A.: Food and Drug Administration *or* Food and Drug Act.
FDA: Food and Drug Administration *or* Food and Drug Act.
f.f.a.: Free from alongside *or* Free foreign agency.
F.F.A.: Free from alongside.
f.f.d.: Free from damage *or* Free from duty.
f.g.a.: Free general average *or* Foreign general average.

F.G.A.: Foreign general average *or* Free general average.
fgt: Freight.
F.H.: Fore-hatch.
f.i.a.: Full interest admitted.
F.I.A.: Full interest admitted.
f.i.b.: Free in bunker (free into bunker), *or* Free into barge.
F.I.B.: Free in bunker (free into bunker) *or* Free into barge.
fin.: Finished *or* Finance *or* Financial.
f.i.o.: Free in and out.
F.i.o.: Free in and out.
f.i.t.: Free in truck.
F.I.T.: Free in truck.
fltr: Floater.
Fltr: Floater.
fm: Fathom *or* Fathoms.
fms: Fathoms.
f.o.: Free overside *or* Firm order *or* Firm offer *or* For orders.
F.o.: For orders.
F.O.: Free overside *or* Firm order *or* Firm offer.
f/o: For orders.
F/o: For orders.
fo.: Folio.
f.o.b.: Free on board.
F.O.B.: Free on board.
fob: Free on board.
FOB: Free on board.
f.o.c.: Free of charge.
F.O.C.: Free of charge.
f.o.d.: Free of damage.
F.O.D.: Free of damage.
f.o.i.: Free of interest.
F.O.I.: Free of interest.
fol.: Folio.
f.o.q.: Free on quay.
F.O.Q.: Free on quay.
f.o.r.: Free on rails (at port of destination).
F.O.R.: Free on rails (at port of destination).
for.: Foreign.
ford: Forward.
for'd: Forward.
forw.: Forward.
forw'd: Forward *or* Forwarded.
f.o.s.: Free on steamer.
F.O.S.: Free on steamer.
fos: Free on steamer.
FOS: Free on steamer.
f.o.t.: Free on truck.
F.O.T.: Free on truck.
f.o.w.: First open water *or* Free on wagons.
F.O.W.: First open water *or* Free on wagons.
f.p.: Fire policy *or* Floating policy *or* Fully paid.
F.P.: Fire policy *or* Floating policy.
f.p.a.: Free of particular average.
F.P.A.: Free of particular average.
f.p.a. A.c.: Free of particular average, American conditions.
F.P.A.A.C.: Free of particular average, American conditions.
f.p.a.E.c.: Free of particular average, English conditions.
F.P.A.E.C.: Free of particular average, English conditions.
f. pd.: Fully paid.
fr.: Franc *or* Francs.
Fr.: Franc *or* Francs *or* France *or* French.
frs: Francs.
Frs: Francs.
frt: Freight.
Frt: Freight.
FRT: Freight.
frt coll.: Freight collect.
frt pd: Freight paid.
frt pp.: Freight prepaid.
frt fwd: Freight forward.
ft: Foot *or* Feet.
ft²: Square foot.
ft³: Cubic foot.
fur.: Furlong *or* Furnished *or* Furnish.
f.w.: Fresh water.
f.w.d.: Fresh water damage.
fwd: Forward.
fwdd: Forwarded.
fwdr: Forwarder.
f.x.: Foreign exchange.
F.X.: Foreign exchange.
fx.: Foreign exchange.
Fx.: Foreign exchange.
FX.: Foreign exchange.
fxle: Forecastle.

f'y: Factory.
fy. pd.: Fully paid.

g: Gram *or* Gauge.
G.: Gauge *or* Gulf.
g.a.: General average.
G.A.: General average.
G/A: General average.
G.A. adj.: General average adjuster.
G/A adj.: General average adjuster.
gal.: Gallon.
gall.: Gallon.
galls: Gallons.
gals: Gallons.
galv.: Galvanized.
G.B.: Great Britain.
g.c.: General cargo.
G.C.: General cargo.
gen.: General *or* Generally.
gen. del.: General Delivery.
gen. del'y: General Delivery.
gen'l: General.
g. gr.: Great gross (144 doz.).
ggr: Great gross (144 doz.).
g.m.: General merchandise.
g.m.b.: Good merchantable brand.
G.M.B.: Good merchantable brand.
g.m.q.: Good merchantable quality.
G.m.t.: Greenwich Mean Time.
G.M.T.: Greenwich Mean Time.
g.o.b.: Good ordinary brand.
G.O.B.: Good ordinary bonds.
govt: Government.
Govt: Government.
G.P.O.: General Post Office.
gr.: Gross (12 dozen).
Gr. Br.: Great Britain.
Gr. Brit.: Great Britain.
gro.: Gross.
grs: Grains.
Grs T.: Gross ton.
g.r.t.: Gross register tons.
Gr.T.: Gross ton.
g.t.: Gross ton.
G.T.: Gross Ton.
Gt. Br.: Great Britain.
Gt. Brit.: Great Britain.
gtd.: Guaranteed.
guar.: Guarantee *or* Guaranteed.

h.: Hour *or* Hecto- *or* Harbor.
H.: Harbor *or* Hour.
ha: Hectare.
h.c.: Held covered.
hdlg: Handling.
hg.: Hectogram.
hgd: Hogshead.
hgt: Height.
hhd: Hogshead.
hl.: Hectoliter.
hm.: Hectometer.
H.M.C.: His Majesty's Customs.
H.O.: Head office *or* Home office.
h.p.: Horsepower.
hp.: Horsepower.
HP: Horsepower.
H.P.: Horsepower.
hr: Hour.
hrs: Hours.
ht: Height.

I.B.: In bond.
i.d.: Inside diameter.
I.D.: Inside diameter.
id.: (Latin: *idem*) The same.
i.e.: (Latin: *id est*) That is; that is to say.
i. gal.: Imperial gallon.
i.h.p.: Indicated horsepower.
I.H.P.: Indicated horsepower.
i. hp.: Indicated horsepower.
ihp.: Indicated horsepower.
IHP: Indicated horsepower.
imp.: Import *or* Importer *or* Imported.
imp. gal.: Imperial gallon.
imptr: Importer.
in.: Inch *or* Interest.
inc.: Incoming *or* Including *or* Included *or* Inclusive.
Inc.: Incorporated.
ince: Insurance.
incl.: Included *or* Inclusive *or* Including.
Incor.: Incorporated.
Incorp.: Incorporated.
incorr.: Incorrect.
ind.: Indent.
Ind.: Indent.
indt: Indent.
Indt: Indent.

Ind'y: Industry.
inf.: Inferior *or* Information *or* Inform.
Inform.: Information.
ins.: Inches *or* Insurance *or* Insured.
Ins.: Insurance *or* Insured.
insd: Insured.
insce: Insurance.
ins'd: Insured.
Ins'e: Insurance.
Insrce: Insurance.
inst.: Instant (used to indicate the present month).
instrns: Instructions.
insur.: Insurance *or* Insured *or* Insure.
Insur.: Insurance *or* Insured.
insur'ce: Insurance.
int.: Interest.
Int.: Interest.
intern.: International.
Internat.: International.
internatl: International.
internat'l: International.
in trans.: In transit.
In trans.: In transit.
inv.: Invoice.
Inv.: Invoice.
INV: Invoice.
invce: Invoice.
Invce: Invoice.
INVCE: Invoice.
invces: Invoices.
Invces: Invoices.
invs: Invoices.
Invs: Invoices.
i.o.: In order.
I.O.U.: I owe you (memorandum for a debt).
i. P.A.: Including particular average.
i. P/A: Including particular average.
i. P/a: Including particular average.
irrev.: Irrevocable.
Irrev.: Irrevocable.
isl.: Island.
Isld: Island.
I.T.: Immediate transportation.
I.T.O.: International Trade Organization (*or* Office).

j.a.: Joint account.
J.A.: Joint account.
j/a: Joint account.
J/A: Joint account.
jctn: Junction.
jr: Junior.
Jr: Junior.
jt: Joint.
J'tion: Junction (railroad).
jun.: Junior.
Jun.: Junior.
junc.: Junction.
Junc.: Junction (railroad).
junc'n: Junction (railroad).
junr: Junior.
Junr: Junior.

k: kilo- *or* knot.
kd: Knocked down.
kg.: Kilogram *or* Kilograms *or* Keg.
kgs: Kegs.
kilo: Kilogram *or* Kilograms.
kilog.: Kilogram *or* Kilograms.
kilol.: Kiloliter.
kilos: Kilograms.
kl.: Kiloliter.
km.: Kilometer.
km²: Square kilometer.
km³: Cubic kilometer.
kw.: Kilowatt.

l.: Liter *or* Liters.
l.a.: Letter of advice.
L/A: Letter of authority.
l. & d.: Loss and damage.
L. & D.: Loss and damage.
lat.: Latitude.
Lat.: Latitude.
L.b.: Long bill.
lb.: Pound (weight).
lb. avdp.: Pound, avoirdupois.
lbr: Lumber.
lbs: Pounds (weight).
l.c.: Label (insur.) clause; *or* Letter of credit.
l/c: Letter of credit.
L/C: Letter of credit.
LC: Deferred cable.
l.c.l.: Less (than) carload.
lco: Loco (on the spot).
l.cr.: Letter of credit.
L.Cr.: Letter of credit.
ld: Limited.

Ld: Limited.
ldg: Loading *or* Landing.
ld lmt: Load limit.
lgth: Length.
lg tn: Long ton.
L.H.: Letter of hypothecation.
lic.: License *or* Licensed.
lic'd: Licensed.
Lic'e: License.
Lim.: Limited (company).
liq.: Liquidate *or* Liquidation *or* Liquidated *or* Liquid.
liq'd: Liquidated.
liq'e: Liquidate.
Liq'n: Liquidation.
load.: Loading.
loadg: Loading.
loadg pt: Loading point.
loc.: Local.
loco: (Latin) On the spot.
lon.: Longitude.
long.: Longitude.
L.R.: Lloyd's Register.
Ls/C: Letters of credit.
l.t.: Long ton.
ltd: Limited *or* Limited company.
Ltd: Limited *or* Limited company.
ltg.: Lighterage.
ltge: Lighterage.
l. tn: Long ton.
L.W.L.: Load water line.

m: Meter.
M: Thousand (mille).
m²: Square meter.
m³: Cubic meter.
mach.: Machine *or* Machinery.
machin.: Machinery.
mach'y: Machinery.
man.: Manufactured, *or* Manufacturer *or* Manufacture, *or* Manager.
Man.: Manager.
Manag't: Management.
Man'f'r: Manufacturer.
Man'f're: Manufacture.
Man'f'red: Manufactured.
Man'r: Manager.
manuf.: Manufacturing *or* Manufacture *or* Manufacturer *or* Manufactured.
Manufac'd: Manufactured.
Manufac'e: Manufacture.
Manufac'r: Manufacturer.
manuf'd: Manufactured.
mar.: Marine *or* Maritime.
Mar.: Marine.
marg.: Margin.
mat.: Maturity *or* Material.
matrl: Material.
mat'y: Maturity.
max.: Latin: Maximum (the most).
MAX.: Latin: Maximum (the most).
m.b.: Motor boat.
M.B.: Motor Boat.
m.d.: Months' date *or* Months after date.
M.D.: Months after date *or* Months' date.
m/d: Months' date *or* Months after date.
M/d: Months' date *or* Months after date.
M/D: Months after date *or* Months' date.
mdse: Merchandise.
Mdse: Merchandise.
meas.: Measure *or* Measured *or* Measurement *or* Measurable.
meas'd: Measured.
meas'e: Measure.
meas't: Measurement.
M.E.C.: Marine extension clauses (Insurance).
mech.: Mechanical *or* Mechanic *or* Mechanics *or* Mechanized.
med.: Medium.
mem.: Memorandum.
Mem.: Memorandum.
memo.: Memorandum.
Memo.: Memorandum.
merc.: Mercantile.
merch.: Merchant *or* Merchandise.
merch'dse: Merchandise.
Merch't: Merchant.
mf.: Manufacture.
mfd: Manufactured.
mf'd: Manufactured.
mfg: Manufacturing.
mfr.: Manufacturer.
mfre: Manufacture.

mfrer: Manufacturer.
mfrs: Manufacturers.
mfs: Manufactures.
mg: Milligram.
mgr: Manager.
Mgr: Manager.
mgt: Management.
m.h.: Main hatch.
M.H.: Main Hatch.
M.I.: Marine Insurance.
mi.: Mile *or* Miles *or* Minute *or* Minutes.
mi²: Square mile.
min.: Latin: Minimum (the least) *or* Minute *or* Minutes.
MIN.: Latin: Minimum (the least) *or* Minute *or* Minutes.
M.I.P.: Marine insurance policy.
misc.: Miscellaneous.
miscl.: Miscellaneous.
mk: Mark.
Mk: Mark.
mkd: Marked.
mks: Marks.
Mks: Marks.
mkt: Market.
Mkt: Market.
ml.: Milliliter.
m.m.: Made merchantable.
M.M.: Merchant marine *or* Mercantile marine.
M/m: Made merchandise.
mm.: Millimeter.
mm²: Square millimeter.
mm³: Cubic millimeter.
m.o.: Money order *or* Mail order.
M.O.: Money order *or* Mail order.
mo.: Month *or* Monthly.
mos: Months.
M.P.: Months after payment.
M/P: Months after payment.
M.R.: Mate's receipt.
M/R: Mate's receipt.
m.s.: Months after sight *or* Month's sight.
M.S.: Months after sight *or* Month's sight *or* Motor ship.
m/s: Months after sight *or* Month's sight.
M/s: Months after sight *or* Month's sight.
M/S: Months after sight *or* Month's sight *or* Motor ship *or* Mailsteamer.
ms: Months after sight *or* Month's sight.
msd: Measured.
mst: Measurement.
M.T.: Metric ton.
mt: Measurement.
mtg.: Mortgage.
mtgd: Mortgaged.
mtge: Mortgage.
mth: Month.
mthly: Monthly.
mths: Months.
mtl: Material.
M.V.: Motor vessel.
M/V: Motor vessel.

n.: Navigation.
N.: Navigation.
n.a.: No account *or* Non-acceptance.
n/a: No account *or* Non-acceptance.
N/A: No account *or* Non-acceptance.
n.a.a.: Not always afloat.
nat.: National.
Nat.: National.
nat'l: National.
Natl.: National.
nat'y: Nationality.
Nat'y: Nationality.
naut.: Nautical.
Naut.: Nautical.
Nauts: Nautical miles.
nav.: Navigation *or* Navigable.
Nav.: Navigation.
navig.: Navigation *or* Navigable.
Navig.: Navigation.
n.b.: (Latin: *nota bene*) Note well; Take notice.
N.B.: (Latin: *nota bene*) Note well; Take notice.
NB: (Latin: *nota bene*) Note well; Take notice.
n/c: New charter.
N/C: New charter.
n.d.: Not dated.
N.D.: Not dated.
n/d: Not dated.
n/e: Not exceeding.
N/E: No effects.

neg.: Negotiable.
Neg.: Negotiable.
neg'd: Negotiated.
negot.: Negotiable.
negot'd: Negotiated.
n.e.i.: Not elsewhere included *or* Not elsewhere indicated.
n.e.m.: Not elsewhere mentioned.
n/f: No funds.
N.F.: No funds.
NF: No funds.
N/F: No funds.
NL: Night letter.
n.m.: Nautical mile *or* Nautical miles.
N.M.: Nautical mile *or* Nautical miles.
n/m: No mark (markings) *or* Not marked.
N/m: No mark (markings) *or* Not marked.
N.O.: No orders.
N/O: No orders.
no.: Number.
No.: Number.
NO.: Number.
n.o.e.: Not otherwise enumerated.
n.o.p.: Not otherwise provided.
n.o.p.f.: Not otherwise provided for.
n.o.s.: Not otherwise stated *or* Not otherwise specified.
nos: Numbers.
Nos: Numbers.
Not. Publ.: Notary Public.
n.p.: Net proceeds.
N.P.: Notary Public.
n/p: Net proceeds.
n.p.f.: Not provided for.
n.r.: Net register.
nr: Near *or* Number.
Nr: Number.
NR: Number.
n.r.t.: Net register tons.
n.s.: Not specified.
N.S.: Not specified.
n/s: Not sufficient (funds).
N/S: Not sufficient (funds).
N.S.F.: Not sufficient funds.
n.s.p.: Not specially provided.
n.s.p.f.: Not specially provided for.
n.t.: New terms *or* Net ton *or* Not tight (watertight).
N.t.: New terms.
N/t: New terms.
nts: Notes.
Nts: Notes.
nt wt: Net weight.
n. wt: Net weight.

o.: Order.
O.: Ocean *or* Order.
o.a.: On acceptance *or* On account *or* Our account.
O.A.: On acceptance.
o/a: On account *or* Our account.
O/a: On account *or* Our account.
O/A: Open account.
O/Acc: On account.
o. & r.: Ocean and rail.
O.B.: Opening of books.
O/B: Opening of books.
O. B/L: Order Bill of Lading.
obl'n: Obligation.
O.c.: Open charter.
O.C.: Open charter.
o/c: Overcharge *or* Old charter.
O/c: Open charter.
O/C: Open charter.
oc.: Ocean *or* Overcharge.
oc. B/L: Ocean bill of lading.
occ.: Occidental.
Occ.: Occidental *or* Occident.
Ocean B/L: Ocean bill of lading.
o.d.: Outside diameter *or* On demand.
O.D.: Outside Diameter *or* Overdraft.
o/d: On demand *or* On deck.
O/D: On demand *or* Overdraft *or* On deck.
o.e.: Omissions excepted.
O.E.: Omissions excepted.
off.: Offer *or* Offered *or* Official *or* Office *or* Officer.
Off.: Offer *or* Offered *or* Office *or* Officer *or* Official.
off'l: Official.
off'r: Officer.
O.I.T.: Office of International Trade.
OK: Approved.
O.K'd: Approved.
OK'd: Approved.
O/N: Order notify.

on a/c: On account.
on bd: On board.
on cons.: On consignment.
o/o: Order of.
O/o: Order of.
o.no.: Order number.
O.No.: Order number.
O.NO.: Order number.
o.nr.: Order number.
O.Nr.: Order number.
O.NR.: Order number.
o.p.: Open policy.
O.P.: Open policy.
o.p.o.: One price only.
Opt.: Option *or* Optional.
opt'l: Optional.
o.r.: Owner's risk.
O.R.: Owner's risk.
O/R: Owner's risk.
or.: Original.
Or.: Oriental *or* Orient.
o.r.b.: Owner's risk of breakage.
O.R.B.: Owner's risk of breakage.
O/R B: Owner's risk of breakage.
o.r.d.: Owner's risk of damage.
O.R.D.: Owner's risk of damage
O/R D: Owner's risk of damage.
ord.: Order *or* Ordered *or* Ordinary *or* Ordinarily.
o.r. det.: Owner's risk of deterioration.
O.R. Det.: Owner's risk of deterioration.
O/R Det.: Owner's risk of deterioration.
o.r.f.: Owner's risk of fire.
O.R.F.: Owner's risk of fire.
O/R F: Owner's risk of fire.
orig.: Origin *or* Original *or* Originally.
o.r.l.: Owner's risk of leakage.
O.R.L.: Owner's risk of leakage.
O/R L: Owner's risk of leakage.
o.s.: On spot.
o/s: Out of stock *or* Outstanding.
O/s: Outstanding.
o.t.: Old terms.
O/T: Old terms.
outg.: Outgoing.
oz.: Ounce.
oz. avdp.: Ounce, avoirdupois.
ozs: Ounces.

p.: (Latin: *per*) For; By.
P.: Port.
p.a.: Per annum (per year; annually) *or* Particular average.
P.A.: Particular average *or* Power of attorney *or* Purchasing agent.
P/a: Particular average.
P/A: Private account *or* Power of attorney *or* Particular average.
Pac.: Pacific.
p. & i.: Protection and indemnity.
P. & I.: Protection and indemnity (insurance).
p. & l.: Profit and loss.
P. & L.: Profit and loss.
par.: Paragraph.
para.: Paragraph.
parc.: Parcel.
parcs: Parcels.
pars: Paragraphs.
Partn.: Partner *or* Partnership.
pat.: Patented *or* Patent.
patd: Patented.
pat'd: Patented.
Pat. Off.: Patent Office.
P.A.U.: Pan-American Union.
PAU: Pan-American Union.
paym't: Payment.
payt: Payment.
p.c.: Per cent (%) *or* Price current *or* Per cent.
P.c.: Per cent.
P.C.: Per cent.
p/c: Price current *or* Per cent.
P/C: Price current *or* Per cent.
pce: Piece.
pces: Pieces.
pchs.: Purchase.
pckge: Package.
pckges: Packages.
pcks: Packages.
pcl: Parcel.
pcls: Parcels.
pcs: Pieces.
Pcs: Pieces.
p. ct: Per cent.
pct: per cent.
P.D.: Post-dated.
pd: Paid.
Pd: Paid.

pen.: Peninsula.
Pen.: Peninsula.
penin.: Peninsula.
per an.: Per annum (by the year).
per ann.: Per annum (per year).
per ct: Per cent.
per M.: By the thousand.
per pro: Per procuration (by power of authority).
per proc.: Per procuration; By authority.
pers.: Person *or* Persons *or* Personal *or* Personnel.
p.f.: Pro forma.
pf.: Preferred.
pfd: Preferred.
p.g.t.: Per gross ton.
p.h.: Per hour.
p. hr: Per hour.
P. & I.: Protection and Indemnity (insurance).
pkg.: Package.
pkge: Package.
Pkge: Package.
pkges: Packages.
pkgs: Packages.
Pkgs: Packages.
pkt: Packet.
pkts: Packets.
P.L.: Partial loss.
p/l: Profit and loss.
pm: Premium.
Pm: Premium.
P.M.: Postmaster.
PM: Postmaster.
pmkd: Postmarked.
p.n.: Promissory note.
P.N.: Promissory note.
P/N: Promissory note.
P.O.: Post office *or* Postal order.
p.o.b.: Post office box.
P.O.B.: Post Office Box.
p.o.c.: Port of call.
P.o.c.: Port of call.
P.O.C.: Port of call.
pol.: Policy.
Pol.: Policy.
pol'y: Policy.
Pol'y: Policy.
p.o.o.: Post office order.
P.O.O.: Post office order.
pop.: Population.
p.p.: Per procuration; By authority.
P.P.: Per procuration; By authority.
ppd: Prepaid.
PPD: Prepaid.
P.P.I.: Policy proof of interest.
P.P.I.F.I.A.: Policy proof of interest, full interest admitted.
p. pro.: Per procuration; By authority.
ppt: Prompt.
pr.: Preferred *or* Pair.
Pr.: Preferred *or* Pair.
prcl: Parcel.
prcls: Parcels.
pref.: Preferred.
prem.: Premium (insurance).
Pres.: President.
Pres't: President.
prod.: Product *or* Products *or* Produce *or* Produced *or* Producer.
prof.: Profit.
prom.: Promissory.
prom'y: Promissory.
propr.: Proprietor.
Propr.: Proprietary.
prov.: Province.
Prov.: Province.
prox.: Proximo (next).
prs: Pairs.
Prs: Pairs.
ps: Pieces.
psf: Pound per square foot *or* Pounds per square foot.
P.T.: Pacific Time.
pt: Pint *or* Port *or* Payment *or* Point.
Pt: Port.
pts: Pints *or* Points.
Pts.: Ports.
Pty: Proprietary.

qlty: Quality.
qnty: Quantity.
qr.: Quarterly.
Qr.: Quarterly *or* Quarter.
qrtly: Quarterly.
qt: Quart.
qts: Quarts.
qty: Quantity.
qu.: Quarterly.

quadrpl.: Quadruplicate.
qual.: Quality.
qual'y: Quality.
quant.: Quantity.
quant'y: Quantity.
quar.: Quarterly.
quart.: Quarterly.
qu'y: Quarterly.
q.v.: (Latin: *quod vide*) Which see.

r.: Received.
R/A: Refer to acceptor.
r. & a.: Rail and air.
r. & c.c.: Riot and civil commotions.
r. & o.: Rail and ocean.
r. & t.: Rail and truck.
r. & w.: Rail and water.
r.c.: Release clause.
r.c.c. & s.: Riots, civil commotion, and strikes.
rcd.: Received.
rcpt: Receipt.
Rcpt: Receipt.
rct.: Receipt.
r.d.: Running days.
R.D.: Running down clause (Collision clause).
R/D: Refer to drawer *or* Running down clause.
rd: Rod *or* Road.
r.d.c.: Running down clause (Collision clause).
R.D.C.: Running down clause.
rds: Rods *or* Roads.
R/E: Refer to endorser.
reb.: Rebate.
rec.: Receipt *or* Received *or* Receivable.
Rec.: Receipt *or* Received *or* Receivable.
recd: Received.
rec'd: Received.
rect: Receipt.
Rect: Receipt.
rec't: Receipt.
Rec't: Receipt.
red.: Reduction *or* Reduced.
re-exp.: Re-export *or* Re-exportation.
ref.: Referring to *or* Reference.
reg.: Register *or* Registered *or* Registry *or* Regular.
Reg.: Registered *or* Register *or* Regular.
Reg'd: Registered.
Regs: Registered tonnage.
reg'y: Registry.
re-imp.: Re-import *or* Re-importation.
re-ins.: Re-insurance or Re-insure.
rem.: Remit *or* Remittance.
rem'ce: Remittance.
rem'd: Remitted.
remitt.: Remittance.
Remitt.: Remittance.
rep.: Repair *or* Repeat *or* Representative.
repr.: Represent *or* Representing *or* Representative *or* Repair.
repres.: Representing *or* Representative.
Repres.: Representative.
repres'g: Representing.
reprs: Repairs.
rept: Receipt.
Rept: Receipt.
req.: Require *or* Required.
ret.: Retail *or* Return *or* Returned.
retd: Returned.
ret'd: Returned.
retel.: Referring to telegram.
ret'l: Retail.
rev.: Revocable *or* Revenue.
Rev.: Revocable.
R.F.D.: Rural free delivery (mail).
r.h.p.: Rated horsepower.
R.H.P.: Rated horsepower.
r. hp.: Rated horsepower.
rhp: Rated horsepower.
RHP: Rated horsepower.
R.I.: Re-insurance.
riv.: River.
rly: Railway.
R.O.D.: Refused on delivery.
R.o.g.: Receipt of goods.
R.O.G.: Receipt of goods.
R.P.: Return of post *or* Reply paid.
RP: Reply paid.
R/p: Return of post.
r.p.m.: Revolutions per minute.
R.P.M.: Revolutions per minute.

RPM: Revolutions per minute.
r.p.s.: Revolutions per second.
R.P.S.: Revolutions per second.
RPS: Revolutions per second.
R.R.: Railroad.
R/R: Railroad.
RR: Railroad.
R.R. B/L: Railroad bill of lading.
RR B/L: Railroad bill of lading.
R/R B/L: Railroad bill of lading.
R.R.t.: Railroad ton (short ton).
R/R t: Railroad ton (short ton).
RR t.: Railroad ton (short ton).
R.S.W.C.: Right side (up), with care.
rt: Round trip.
rtd: Returned.
rte: Route.
Rway: Railway.
Rways: Railways.
R'way: Railway.
R'ways: Railways.
Rys: Railways.

S.: Signed.
s/a: Subject to approval.
sail.: Sailing.
s. & h. ex.: Sundays and holidays excepted.
S. & H. ex.: Sundays and holidays excepted.
s. & l.c.: Sue and labor clause.
S.b.: Short bill.
sch.: Schooner.
sched.: Schedule.
Schr: Schooner.
s.d.: Sight draft *or* Short delivery *or* Single deck *or* The same day *or* Sea damage *or* Sea damaged.
S.D.: Sight draft *or* Sea damage *or* Sea damaged.
S/D: Sight draft *or* Sea damage *or* Sea damaged.
S.D.B.L.: Sight draft (with) bill of lading attached.
S/D D/P: Sight draft, documents against payment.
sec.: Second *or* Secretary *or* Secured.
Sec.: Secretary.
secs: Seconds.
Secy: Secretary.
Sec'y: Secretary.
sel.: Selection *or* Selected.
sen.: Senior.
Sen.: Senior.
senr: Senior.
Senr: Senior.
sep.: Separate *or* Separately.
ser.: Serial (number).
s.g.: Specific gravity.
sgd: Signed.
shd: Shipped.
sh'd: Shipped.
shg: Shipping.
sh'g: Shipping.
shipt: Shipment.
Shipt: Shipment.
SHIPT: Shipment.
shpg: Shipping.
shp's: Shipper's.
Shp's: Shipper's.
shpt: Shipment.
SHPT: Shipment.
sh's: Shipper's.
Sh's: Shipper's.
shtg.: Shortage.
sh. tn: Short ton.
sk.: Sacks.
sks: Sacks.
s.l.: Salvage loss.
Sl.: Sale.
SL.: Sale.
s.l. & c.: Shipper's load and count.
s.l. & t.: Shipper's load and tally.
sld: Sailed *or* Sealed.
slg: Sailing.
S.N.: Shipping note.
S/N: Shipping note.
s.o.: Seller's option *or* Ship's option *or* Shipping order.
S.O.: Seller's option *or* Shipping order.
S/O: Seller's option.
Soc.: Society.
Soc'y: Society.
S.o.l.: Shipowner's liability.
S.O.S.: Suspend other service.
s.p.: Supra (under) protest.
S.P.: Supra (under) protest.
sp.: Specific *or* Specifically *or* Special.
S.P.A.: Subject to particular average.

spec.: Specific *or* Specification *or* Specifically *or* Specimen *or* Specified *or* Special *or* Specially.
spec'd: Specified.
spec'n: Specification *or* Specimen.
sp. gr.: Specific gravity.
sq.: Square.
sq. ft: Square foot *or* Square feet.
sq. in.: Square inch.
sq. mi.: Square mile.
sq. rd.: Square rod.
sq. yd.: Square yard.
S.R.: Strike risks (Insurance).
S/R: Shipping and receiving.
Sr: Senior.
S.R. & C.C.: Strikes, riots, and civil commotion.
S.S.: Steamship.
S/S: Steamship.
SS: Steamship.
S.S. B/L: Steamship bill of lading.
S/S B/L: Steamship bill of lading.
SS B/L: Steamship bill of lading.
S.S. Co.: Steamship company.
S/S Co.: Steamship company.
SS Co.: Steamship company.
s.t.: Short ton.
ster.: Sterling.
sterl.: Sterling.
stg: Sterling.
stlg: Sterling.
Stge: Storage.
stk: Stock.
s. tn.: Short ton.
stn: Station (railroad).
stor.: Storage.
str: Steamer.
Str: Steamer.
subs.: Subsidiary.
subsid.: Subsidiary.
subsid'y: Subsidiary.
Succ.: Successor.
Succs: Successors.
sue & l.: Sue and labor.
suff.: Sufficient *or* Sufficiently.
sund.: Sundries.
sup.: Superior (quality).
supr.: Supervisor.
supt: Superintendent.
Supt: Superintendent.
s.v.: Sailing vessel.
S.V.: Sailing vessel.
S/V: Sailing vessel.
s.w.: Salt water *or* Sea water.
synd.: Syndicate.
Synd.: Syndicate.

t.: Ton *or* Tons *or* Tare *or* Time.
T.: Ton *or* Tons *or* Tare *or* Time *or* Tanker *or* Tank steamer.
T/A: Trade acceptance.
tal qual: as is (Latin, *tale quale*, such as it is); as they come (average quality).
tar.: Tariff.
T.B.: Trial balance.
T/B: Trial balance.
T.D.: Trust receipt.
T/D: Trust receipt.
tel.: Telephone *or* Telegraph *or* Telegram.
teleg.: Telegram *or* Telegraph.
temp.: Temperature.
T.F.: Till (until) forbidden.
tfr: Transfer.
t.l.: Total loss.
T.L.: Total loss.
T/L: Total loss.
t.l.o.: Total loss only.
T.L.O.: Total loss only.
T.M.O.: Telegraphic money order.
tn: Ton *or* Tons.
Tn: Ton *or* Tons.
tns: Tons.
Tns: Tons.
tonn.: Tonnage.
t.q.: (Latin: *tale quale*) Such as it is; As they come (Average quality).
T.R.: Tons register.
tr.: Tare.
TR: Trust receipt.
T/R: Trust receipt.
trans.: Transit *or* Transportation.
transpt: Transport.
Trav.: Traveling *or* Traveler.
Treas.: Treasurer *or* Treasury.
Treas'y: Treasury.
trf: Tariff *or* Transfer.
Trf: Tariff.

tripl.: Triplicate.
T/S: Tanker, Tank steamer.
T.S.: Tank steamer, Tanker.
T.T.: Telegraphic transfer *or* Cable transfer.
TT: Telegraphic transfer *or* Cable transfer.
tx: Tax *or* Taxes.

U/A: Underwriting account.
U.K.: United Kingdom.
ult.: Ultimo (past); Last month.
ulto: Ultimo (past); Last month.
unconf.: Unconfirmed.
Undsgd: Undersigned.
U/w: Underwriters.
U/ws: Underwriters.

v.: Against (versus) *or* Volt.
V.: Volt.
val.: Valuable *or* Value *or* Valued *or* Valuation.
v.c.: Valuable cargo *or* Valuation clause.
V.C.: Valuable cargo.
Vice Pres.: Vice President.
vid.: (*Vide*, Latin) See.
viz.: Namely.
voy.: Voyage.
Voy.: Voyage.
V.P.: Vice President.
vs: Versus (against).

w.: Weight *or* Weighed.
W.: Weight *or* Weighed.
w.a.: With average.
W.A.: With average.
w. & r.: Water and rail.
w.b.: Water ballast *or* Waybill.
W.B.: Waybill.
w.b.s.: Without benefit of salvage (clause).
W.B.S.: Without benefit of salvage (clause).
w.c.: Without charge.
W.C.: Without charge *or* With care.
W.E.: Warehouse entry.
w.g.: Weight guaranteed.
wgh'd: Weighed.
wght: Weight.
whf.: Wharf.
whge: Wharfage.
wholes.: Wholesale.
whse: Warehouse.
Whse: Warehouse.
WHSE: Warehouse.
whvs: Wharves.
wk: Week.
wkg: Working.
wkly: Weekly.
wks: Weeks.
Wks: Weeks *or* Works.
w/m: Weight or measurement.
W/M: Without margin *or* Weight or measurement.
W.o.g.: With other goods.
W.O.G.: With other goods.
w.p.a.: With particular average.
W.p.a.: With particular average.
W.P.A.: With particular average.
W. P/a: With particular average.
W.R.: War risk.
W/R: Warehouse receipt.
W.R. & S.R. & C.C.: War risk and strikes, riots, and civil commotion (Insurance).
wt: Weight.
W/W: Warehouse warrant.
w.w.d.: Weather working days (weather permitting).
W.W.D.: Weather working days (weather permitting).

y.: Yard *or* Year.
Y/A: York-Antwerp rules.
yd: Yard (measurement) *or* Yards.
yds: Yards (measurement).
yr: Year *or* Your.
Yr: Year.
yrly: Yearly.
yrs: Years *or* Yours.
Yrs: Years.

z.: Zone.
Z.: Zone.

Foreign Abbreviations

The reader should refer to "How to Use the Dictionary." It should also be borne in mind that traders in other countries have adopted many of our own foreign trade abbreviations and terms. Even though the letters of the abbreviation do not correspond to the foreign term, the foreign user is quite familiar with them. For abbreviations of units of weights and measures, see the Unit Abbreviations following the German Abbreviations.

FRENCH

A. (**Accepté** *or* **Acquitté**): Accepted (bills, drafts).
a.a.r. (**Contre tous risques**): Against all risks.
a.c. (**Année courante**): This year; The current year.
acc. (**Accord**): Agreement.
accréd. (**Accréditif**): Letter of credit.
à cont. (**À continuer**): To follow, to be followed, to continue, to be continued.
act. (**Action**): Share (of stock).
add'n (**Addition**): Addition (Bill).
adm'n (**Administration**): Administration.
adr. (**Adresse**): Address.
adr. tél. (**Adresse télégraphique**): Cable address.
ad. val. (**Ad valorem**): Ad valorem (according to value).
A.É.F. (**Afrique Équatoriale Française**): French equatorial Africa.
agce (**Agence**): Agency.
agt (**Agent**): Agent.
a.l. (**Après livraison**): After delivery.
a.m. (**Avant-midi**): A.M.
ann. (**Annuel**): Yearly.
A.O.F. (**Afrique Occidentale Française**): French West Africa.
à. p. (**À protester**): To be protested (draft).
À.P. (**À protester**): To be protested (draft).
ar. (**Arrêté**): Stopped.
à recev. (**À recevoir**): To receive (due).
arr. (**Arrivée**): Arrival *or* (**Arrivé**) Arrived *or* (**Arriver**) Arrive.
art. (**Article**): Article.
ASP (**Accepté sous protêt**): Accepted under protest.
ass. (**Assurance**): Insurance *or* (**Assurer**) Insure *or* (**Assuré**) Insured.
Ass. (**Associé**): Partner.
assce (**Assurance**): Insurance.
Assoc. (**Associé**): Associate.
Assoc'n (**Association**): Association.
Assocn (**Association**): Association (Partnership).
asst. (**Assistant**): Assistant.
assur. (**Assurer**): Insure *or* (**Assurance**) Insurance *or* (**Assuré**) Insured.
assurce (**Assurance**): Insurance.
av. (**Avoir**): Credit (on books) *or* (**Avec**) with.
AV (**Avant**): Before.
avce (**Avance**): Advance.

b. (**Balle**): Bale.
B (**Bon**): Good for.
Banq. (**Banque**): Bank.
b. à p. (**Billets à payer**): Papers (drafts, bills) to pay (payable).
b. à r. (**Billets à recevoir**): Papers (bills, drafts) to receive (receivable).
B.B. (**Billet de banque**): Banknote.
BdF (**Banque de France**): Bank of France.
bill. (**Billets**): Papers (bills, drafts).
B/L (**Connaissement**): Bill of lading.
blvd. (**Boulevard**): Boulevard.
B.O. (**Bulletin officiel**): Official bulletin.
B.O.M. (**Bulletin Officiel de la Marine**): Official Navy Bulletin.
B.O.M.M. (**Bulletin officiel de la marine marchande**): Official bulletin of the Merchant Marine.

boul. (**Boulevard**): Boulevard.
b.p. (**Boîte postale**): Post Office Box.
B.p.F. (**Bon pour Francs**): Good for Francs.
B.P.F. (**Bon pour Francs**): Good for Francs.
brev. (**Brevet**): Patent *or* (**Breveté**) Patented *or* (**Breveter**) To patent.
brl (**Baril**): Barrel.
brls (**Barils**): Barrels.
bs (**Balles**): Bales.
bt (**Brut**): Gross (weight).
Bull. (**Bulletin**): Bulletin.
bur. (**Bureau**): Office.
Bur. (**Bureau**): Office.
Bx (**Bordeaux**): Bordeaux.

c. (**Caisse**): Case *or* (**Comptant**) Cash *or* (**Centime**) Centime *or* (**Colis**) Package.
C. (**Connaissement**): Bill of lading *or* (**Compte**) Account *or* (**Centime**) Centime.
C/ (**Contra**): Contra (Against).
c-à-d. (**C'est-à-dire**): That is to say (i.e.).
c.a.f. (**Coût, assurance, fret**): Cost, insurance, freight.
C.A.F. (**Coût, assurance, fret**): Cost, insurance, freight.
caf (**Coût, assurance, fret**): Cost, insurance, freight.
CAF (**Coût, assurance, fret**): Cost, insurance, freight.
c & f (**Coût et fret**): Cost and freight.
C & F (**Coût et fret**): Cost and freight.
c & i (**Coût et assurance**): Cost and insurance.
C & I (**Coût et assurance**): Cost and insurance.
carg. (**Cargaison**): Cargo.
cat. (**Catalogue**): Catalogue.
catal. (**Catalogue**): Catalogue.
c.bl. (**Carte blanche**): Unlimited authority; full authority.
c.c. (**Compte courant**): Current account; Account current.
C/C (**Compte courant**): Current account; Account current.
CCE (**Conseiller du Commerce Extérieur**): Foreign Trade Counselor.
CCI (**Chambre de commerce international**): International Chamber of Commerce.
CCP (**Chambre de Commerce de Paris**): Paris Chamber of Commerce.
C.D. (**Connaissement au destinataire**): Bill of lading to order of recipient (of goods).
c.e. (**Commerce extérieur**): Foreign trade.
cent. (**Centime**): Centime.
cert. (**Certificat**): Certificate *or* (**Certifié**) Certified *or* (**Certifier**) Certify.
certif. (**Certificat**): Certificate *or* (**Certifié**) Certified *or* (**Certifier**) Certify.
c.f. (**Coût et fret**): Cost and freight.
C.F. (**Coût et fret**): Cost and freight.
cf. (**Coût et fret**): Cost and freight.
CF (**Coût et fret**): Cost and freight.
cf (**Pied cube**): Cubic foot.
cf (**Confer**): See.
c.f.a. (**Coût, fret, et assurance**): Cost, freight, and insurance.
C.F.A. (**Coût, fret, et assurance**): Cost, freight, and insurance.
cfa (**Coût, fret, et assurance**): Cost, freight, and insurance.
CFA (**Coût, fret, et assurance**): Cost, freight, and insurance.
c.g. (**Commerce général**): General trade.
Cg (**Centigramme**): Centigram.
Ch. Comm. (**Chambre de Commerce**): Chamber of Commerce.
ch. de f. (**Chemin de fer**): Railroad.
ch. de fer (**Chemin de fer**): Railroad.
chem. de f. (**Chemin de fer**): Railroad.
chem. de fer (**Chemin de fer**): Railroad.
c.i. (**Commerce intérieur**): Domestic commerce *or* (**Charge incomplète**): Less than carload.
cie (**Compagnie**): Company.
Cie (**Compagnie**): Company.
c.i.f. (**Coût, assurance, fret**): Cost, insurance, and freight.
C.I.F. (**Coût, assurance, fret**): Cost, insurance, and freight.

cif (Coût, assurance, fret): Cost, insurance, and freight.
CIF (Coût, assurance, fret): Cost, insurance, and freight.
ci-incl. (Ci-inclus): Enclosed.
Circ. (Circulaire): Circular.
circul. (Circulation): Circulation.
c.l. (Charge complète): Carload; *or* (**Cours légal**) Legal currency.
C.n. (Compte nouveau): New account.
CNCE (Centre national du commerce extérieur): National Foreign Trade Center.
C/o (Compte ouvert): Open account.
C.O. (Compte ouvert): Open account.
Co. (Compagnie): Company.
col. (Colis): Bale.
comm. (Commission): Commission.
Comm. (Commissionaire): Commission agent.
comm'e (Commissionaire): Commission agent.
Comm'e (Commissionaire): Commission agent.
compt. (Comptant): Cash.
cond. (Condition): *or* (**Conditions**): Terms.
conf. (Confirmé): Confirmed *or* (**Confirmation**) Confirmation *or* (**Confirmer**) Confirm.
conn. (Connaissement): Bill of lading.
Conn. (Connaissement): Bill of lading.
connt (Connaissement): Bill of lading.
Connt (Connaissement): Bill of lading.
cons. (Consulaire): Consular.
consign. (Consignation): Consignment *or* (**Consigné**) Consigned *or* (**Consigner**) Consign.
cons'n (Consignation): Consignment.
cont. (Continuer): To follow *or* (**Continué**) Followed.
Cont. (Continent): Continent.
conv. (Convenu): Agreed.
cour. (Courant): Current.
court. (Courtage): Brokerage *or* (**Courtier**) Broker.
Court. (Courtier): Broker.
c.p. (Colis postal): Parcel post.
C/P (Charte-Partie): Charter party.
Cpt (Comptant): Cash.
cpte (Compte): Account.
cpte ct. (Compte courant): Current account.
cr. (Crédit): Credit *or* (**Créditer**) To credit.
Cr. (Crédit): Credit *or* (**Créditer**) To credit.
créd. (Crédit): Credit *or* (**Créditer**) To credit *or* (**Crédité**) Credited.
c. remb. (Contre remboursement): Payment on delivery (C.O.D.).
c/remb. (Contre remboursement): Cash on delivery.
ct (Courant): Current.
cte (Compte): Account *or* (**Centime**) Centime.
Cte (Compte): Account.
c.t.l. (Perte censée totale): Constructive total loss.
c.t.r. (Contre tous risques): Against all risks.
cts (Centimes): Centimes.
cub. (Cubage): Measurement.
c/v (Cette ville): This town; Locally.
cwt (Vingtième partie de la tonne anglaise): Cwt.

déb. (Débit): Debit *or* (**Débiter**) To debit *or* (**Débité**) Debited.
dép. (Dépôt): Deposit *or* (**Départ**): Departure.
déps (Dépenses): Expenses.
dest'n (Destination): Destination.
dét. (Détail): Retail.
d.f. (Faux-fret): Dead freight.
dim. (Dimension): Dimension *or* (**Dimensions**) Dimensions.
Dir. (Directeur): Director.
disp. (Disponible): At disposal; Deliverable ("Spot").
divid. (Dividende): Dividend.
D.L. (Décret-Loi): Law; Legal decree.
doc. (Document): Document *or* Documentation.
docs (Documents): Documents.
dom. (Domicile): Domicile.
douz. (Douzaine): Dozen.
Dpt (Département): Department.
D.t. (Doit): Due by; Owed by.

Dt (Doit): Due by; Owed by.
dupl. (Duplicata: en deux exemplaires): Duplicate.
d.w. (Portée en lourd): Dead weight.
dz. (Douzaine): Dozen.
dzn. (Douzaine): Dozen.
dzne (Douzaine): Dozen.

e. & o.e. (Erreurs et omissions exceptées): Errors and omissions excepted.
E. à P. (Effets à payer): Bills payable.
éc. (Écoulé): Past (Last).
échant. (Échantillon): Sample.
échants (Échantillons): Samples.
échant. s. val. (Échantillon sans valeur): Sample without value.
Eff. à p. (Effets à payer): Bills payable.
emball. (Emballage): Packing.
enreg. (Enregistrer): Register (not postal) *or* **(Enregistrement)** Registry (Registration) *or* **(Enregistré)** Registered (not postal).
ens. (Ensemble): Together.
ensble (Ensemble): Together.
env. (Environ): About (circa).
E.O.O.E. (Erreurs ou omissions exceptées): Errors or omissions excepted.
e.r. (En route): In transit; En route.
esc. (Escompte): Discount.
esce (Escompte): Discount.
esc^{e} (Escompte): Discount.
escpte (Escompte): Discount.
Escte (Escompte): Discount.
é.s.v. (Échantillon sans valeur): Sample without value.
e.t. (Enveloppe timbrée): Stamped envelope.
établ. (Établi): Established.
établ't (Établissement): Establishment.
É.U. (États Unis): United States.
E.V. (En ville): In the city ("City").
E/V (En ville): In the city ("City").
excl. (Exclusif): Exclusive *or* **(Exclus)** Excluded.
Excl. (Exclus): Excluded *or* **(Exclusif)** Exclusive.
exp. (Exportation): Export *or* **(Exporté)** Exported *or* **(Expéditeur)** Freight forwarder *or* Sender *or* Shipper *or* **(Expédié)** Shipped.
expéd. (Expéditeur): Forwarding agent *or* Sender *or* Shipper *or* **(Expédié)** Shipped.
export. (Exportation): Export.

f. (Franc): Franc.
F. (Franc): Franc.
f.a.b. (Franc à bord): Free on board.
F.A.B. (Franc à bord): Free on board.
fab (Franc à bord): Free on board.
FAB (Franc à bord): Free on board.
fabr. (Fabrique): Factory.
fact. (Facture): Bill (Invoice).
Fact. (Facture): Bill (Invoice).
facte (Facture): Bill (Invoice).
Facte (Facture): Bill (Invoice).
fco (Franco): Free.
Fco (Franco): Free.
fcs (Francs): Francs.
f.c.s.r. & c.c. (Franc de risques de capture, saisie, émeutes, et troubles civils): Free of capture, seizure, riots, and civil commotion.
F.d.p. (Franc d'avarie particulière): Free of particular average.
f.f. (Faux-fret): Dead freight.
f.f.a. (Sous palan): Free from alongside.
f.g. (Franc gare): Free on rail.
f.m. (Fin du mois): End of the month; At the end of the month.
f.o. (Pour ordres): For orders.
f.o.b. (Franc à bord): Free on board.
F.O.B. (Franc à bord): Free on board.
fob (Franc à bord): Free on board.
FOB (Franc à bord): Free on board.
f.o.r. (Franc gare): Free on rail.
f.o.t. (Franc sur wagon): Free on truck.
fourn. (Fournisseur): Supplier *or* **(Fournisseurs)** Suppliers.
f.o.w. (Immédiatement après la réouverture de la navigation): First open water.
f.p.a. (Franc d'avarie particulière): Free of particular average.
F.P.A. (Franc d'avarie particulière): Free of particular average.

f^que (Fabrique): Factory.
fr. (Franc): Franc *or* (**Frais**) Expenses.
Fr. (Franc): Franc *or* (**Frère**) Brother.
Franç. (Français): French.
fre (Facture): Invoice.
Fre (Facture): Bill (Invoice).
fr. gén. (Frais généraux): General expenses (Overhead).
Fr. Gén. (Frais généraux): General expenses (Overhead).
frs (Francs): Francs *or* (**Frais**) Expenses.
Frs (Francs): Francs *or* (**Frères**) Brothers.
f.s. (Faire suivre): To be forwarded.
fs (Francs): Francs.
Fs (Francs): Francs.
ft (Pied): Foot (ft.).
f.w. (Franc sur wagon): Free on truck.

g (Grosse): Gross (12 dozen).
g. (Garantie): Guarantee.
G. (Gare): Railway station.
g.a. (Avarie grosse ou commune): General average.
G.A. (Avarie grosse ou commune): General Average.
G.B. (Grande Bretagne): Great Britain.
Gde Bret. (Grande Bretagne): Great Britain.
gén. (Général): General; Generally.
gér. (Gérant): Manager.
gouvt (Gouvernement): Government.
gr. (Gratis): Free, Gratis, *or* (**Grand, Grande**) Big.
gr. (Grosse): Gross (12 doz.).
Gr. V. (Grande vitesse): High speed; Express.
G.V. (Grande vitesse): High speed; Express.

hebdom. (Hebdomadaire): Weekly.

imp. (Importation): Import *or* (**Importé**) Imported.
incl. (Inclusif): Inclusive *or* (**Inclus**) Included.
ind. (Industrie): Industry.
infér. (Inférieur): Inferior.
inform. (Information): Information *or* (**Informé**) Informed.
inst. (Mois courant): Instant.
Insts (Instructions): Instructions.
int. (Intérêt): Interest (%).
intér. (Intérêt): Interest (%).
irrév. (Irrévocable): Irrevocable.
Irrévoc. (Irrévocable): Irrevocable.

Jne: (*Literally:* Young): Junior.

l. (Lettre): Letter *or* (**Leur**) Their.
l/ (Leur): Their.
L. (Loi): Law.
L/ (Leur): Their.
l/a (Lettre d'avis): Letter of advice (Advice).
l/B (Leur billet): Their bill (acceptance).
L/B (Leur billet): Their bill (acceptance).
lb (Livre avoir-du-poids): Lb (Pound).
lbs (Livres avoir-du-poids): Lbs (Pounds).
l/C (Leur compte): Their account.
L/C (Leur compte): Their account *or* (**Lettre de crédit**) Letter of credit.
l.c.l. (Charge incomplète): Less than carload.
l/cpte (Leur compte): Their account.
L/cpte (Leur compte): Their account.
l/cr (Lettre de crédit): Letter of credit.
L/cr (Lettre de crédit): Letter of credit.
l/Cr (Lettre de crédit): Letter of credit.
l/cte (Leur compte): Their account.
L/cte (Leur compte): Their account.
l/Cte (Leur compte): Their account.
L/Cte (Leur compte): Their account.
l. de v. (Lettre de voiture): Waybill.
l. de voit. (Lettre de voiture): Waybill.
let. (Lettre): Letter *or* Draft.
lett. (Lettre): Letter *or* Draft.
Lett. Vre (Lettre de voiture): Railroad bill of lading.
l/f (Leur faveur): Their favor.
L/f (Leur faveur): Their favor.

liv. (**Livre**): Pound (Money) *or* (**Livraison**) Delivery.
livr. (**Livraison**): Delivery.
liv. st. (**Livre sterling**): Pound sterling.
l/l (**Leur lettre**): Their letter.
L/l (**Leur lettre**): Their letter.
l/o (**Leur ordre**): Their order.
L/o (**Leur ordre**): Their order.
l/ord (**Leur ordre**): Their order.
L/ord (**Leur ordre**): Their order.
LPR. (**Le plus réduit**): At lowest (tariff) rate.
l.st. (**Livre sterling**): Pound sterling.
l/v (**Lettre de vente**): Bill of sale.

m (**Mètre**): Meter.
m. (**Monnaie**): Money *or* (**Mon, ma, mes**) My.
m/ (**Mon, ma, mes**): My *or* (**Mois**) Month.
M (**Mètre**): Meter.
M. (**Monsieur**): Mister; Mr.
M/ (**Mon, ma, mes**): My.
m.à.b. (**Mise à bord**): Put on board; Delivered on board.
mag. (**magasin**): Warehouse.
manif. (**Manifeste**): Manifest.
mar. (**Maritime**): Maritime.
march. (**Marchandise**): Merchandise *or* (**Marchand**) Merchant.
marit. (**Maritime**): Maritime.
Mars. (**Marseille**): Marseille.
mauv. (**Mauvais**): Bad; Spoiled.
max. (**Maximum**): Most, greatest.
m/B (**Mon billet**): My bill (acceptance).
M/B (**Mon billet**): My bill (acceptance); My draft.
m/C (**Mon compte**): My account.
M/C (**Mon compte**): My account.
m/cpte (**mon compte**): My account.
M/cpte (**Mon compte**): My account.
m/cte (**Mon compte**): My account.
m/Cte (**Mon compte**): My account.
M/cte (**Mon compte**): My account.
M/Cte (**Mon compte**): My account.
md (**Marchand**): Merchant.
mdat (**Mandat**): Order (postal, money), Draft.
Mdlle (**Mademoiselle**): Miss.
Mdme (**Madame**): Madam; Mrs.
mdse (**Marchandise**): Merchandise.
Mdse (**Marchandise**): Merchandise.
Melle (**Marseille**): Marseille.
mens. (**Mensuel**): Monthly.
mes. (**Mesure**): Measurement.
Messrs (**Messieurs**): Gentlemen.
m/f (**Ma faveur**): My favor.
M/f (**Ma faveur**): My favor.
min. (**Minimum**): Least, smallest.
mise (**Marchandise**): Merchandise.
mises (**Marchandises**): Merchandise.
m/l (**Ma lettre**): My letter.
M/l (**Ma lettre**): My letter.
Mlle (**Mademoiselle**): Miss.
M.M. (**Marine marchande**): Merchant marine.
mm (**Millimètre**): Millimeter.
Mm (**Millimètre**): Millimeter.
MM. (**Messieurs**): Gentlemen.
Mme (**Madame**): Madam; Mrs.
mn (**Maison**): House; Firm (business).
m/o (**Mon ordre**): My order.
M/o (**Mon ordre**): My order.
m^{on} (**Maison**): House (Firm).
Mons. (**Monsieur**): Mister; Mr.
mont. (**Montant**): Amount.
m/ord (**Mon ordre**): My order.
M/ord (**Mon ordre**): My order.
M/R (**Reçu du premier officier du bord**): Mate's receipt.
m^{se} (**Marchandise**): Merchandise.
Mse (**Marchandise**): Merchandise; Goods.
mt (**Cubage**): Measurement *or* (**Montant**) Amount; Amounting to.
m/v (**Ma ville**): My city (this city).

n/ (**Notre**): Our.
N/ (**Notre**): Our.
nav. (**Navire**): Vessel; Ship.
n/B (**Notre billet**): Our bill (acceptance).
N/B (**Notre billet**): Our bill (acceptance).
n/C (**Notre compte**): Our account.
N/C (**Notre compte**): Our account.
n/cpte (**Notre compte**): Our account.
N/cpte (**Notre compte**): Our account.

n/cte (Notre compte): Our account.
n/Cte (Notre compte): Our account.
N/cte (Notre compte): Our account.
N/Cte (Notre compte): Our account.
nég. (Négociant): Merchant.
négt (Négociant): Merchant.
n/f (Notre faveur): Our favor.
N/f (Notre faveur): Our favor.
n/l (Notre lettre): Our letter.
N/l (Notre lettre): Our letter.
n/o (Notre ordre): Our order.
N/o (Notre ordre): Our order.
No. (Numéro): Number.
n/ord (Notre ordre): Our order.
N/ord (Notre ordre): Our order.
Nos (Numéros): Numbers.
Not. (Notaire): Notary.
num. (Numéro): Number.
nums (Numéros): Numbers.
n/v (Notre ville): Our city; Local.

o/ (Ordre): Order.
obl. (Obligation): Bond (in the sense of a security).
oblig. (Obligation): Bond (in the sense of a security).
obligs (Obligations): Bonds (in the sense of a security).
obl'n (Obligation): Bond (security).
obls (Obligations): Bonds (in the sense of a security).
o.r. (Risque du propriétaire): Owner's risk.
ord. (Ordre): Order *or* **(Ordinaire)** Ordinary.
Ord. (Ordre): Order.
ordin. (Ordinaire): Ordinary.
oz (Once): Ounce.

p. (Pour): For *or* **(Par)** By *or* **(Payé)** Paid *or* **(Pont)** Bridge.
p.a. (Avarie particulière): Particular average *or* **(Par autorité)** By authority *or* **(Par an)** Annual (Annually) *or* **(Par amitié)** By favor of; Through courtesy of.
P.A. (Avarie particulière): Particular Average *or* **(Par autorité)** By authority.
p/A (Par adresse): Care of.
p^{ain} (Prochain): Next.
para. (Paragraphe): Paragraph.
paragr. (Paragraphe): Paragraph.
par p. (Par pouvoir): By authority.
Par P. (Par pouvoir): By authority.
par ret. (Par retour): By return.
pble (Payable): Payable.
p.c. (Payé comptant): Paid in cash.
p.c. (Pied cube): Cubic foot.
P.C. (Pied cube): Cubic foot.
P/C (Poids ou cube): Weight or measurement.
P./C. (Poids ou cube): Weight or measurement.
P.c.c. (Pour copie conforme): True copy.
P.C.C. (Pour copie conforme): True copy.
PCC (Pour copie conforme): True copy.
pce (Pièce): Piece.
p.c.p. (Par colis postal): By parcel post.
p.c.t. (Perte censée totale): Constructive total loss.
p.ct. (pour cent): Per cent (%).
p^{d} (Pied): Foot.
p.e. (Par exemple): For example (For instance).
P. et P. (Profits et Pertes): Profit and loss.
P. & P. (Profits et Pertes): Profit and loss.
pet. V. (Petite vitesse): Ordinary freight (*Literally:* Little speed).
p.ex. (Par exemple): For example; For instance.
p.j. (Pièce jointe): Enclosure.
P.J. (Pièce Jointe): Enclosure.
p.l. (Portée en lourde): Dead freight.
plc. (Pour leur compte): For their account.
p.m. (Après-midi): P.M.
p/m (Par mètre cube): By the cubic meter.
P/M (Poids ou mesure): Weight or measurement.
P./M.^{3} (Par mètre cube): By the cubic meter.

pmc. (**Pour mon compte**): For my account.
pnc. (**Pour notre compte**): For our account.
p.o. (**Pour ordres**): For orders (ship) *or* (**Par ordre**) By order.
pol. (**Police**): Policy (insurance).
p.p. (**Par pouvoir**): By authority.
P.P. (**Par pouvoir**): By authority.
pp (**Par pouvoir**): By authority; (**Par procuration**) By procuration.
PP (**Par pouvoir**): By authority.
ppd (**Payé d'avance**): Prepaid.
p.p^{on} (**Par procuration**): By authority.
P.p.p. (**Pour profits et pertes**): To profit and loss.
pr. (**Pour**): For *or* (**Par**) By.
préd. (**Prédecesseur**): Predecessor.
Prés. (**Président**): President.
p. ret. (**Par retour**): By return.
propr. (**Propriétaire**): Owner.
prox. (**Mois prochain**): Next month.
P.S. (**Postscriptum**): Postscript.
P.-S. (**Postscriptum**): Postscript.
ps & pts (**Profits et pertes**): Profit and loss.
psc. (**Pour son compte**): For his (her) account.
pts & ptes (**Profits et pertes**): Profit and loss.
PTT. (**Postes, télégraphe, téléphone**): Postal offices, telegraph, and telephone (all in one, state owned).
publ. (**Publique**): Public.
P.V. (**Petite Vitesse**): Ordinary freight (*Literally:* "Little speed").
pvc. (**Pour votre compte**): For your account.
p.v.t. (**Par voie télégraphique**): By telegram (cable).

Q'al (**Quintal**): Quintal (French measure).
qal. (**Qualité**): Quality.
qaŋ. (**Quantité**): Quantity.
qq. (**Quelque**): Some.
Qual. (**Qualité**): Quality.
Quant. (**Quantité**): Quantity.

r. (**Reçu**): Received, Receipt.
R. (**Reçu**): Received, Receipt *or* (**Recommandée**) Registered (letter).
rab. (**Rabais**): Rebate.
RC. (**Registre du commerce**): Commercial register.
r.d. (**Jours courants**): Running days.
recomm. (**Recommandée**): Registered (Postal); Registered letter.
réf. (**Référence**): Reference.
Référ. (**Référence**): Reference.
rem. (**Remise**): Remittance.
Rem. (**Remise**): Remittance.
remb. (**Remboursement**): Payment.
rembt (**Remboursement**): Payment.
renouv. (**Renouvellement**): Renewal *or* (**Renouvellé**) Renewed *or* (**Renouveller**) Renew.
Rep. (**Représentant** *or* **Représentation**): Representative *or* Representation (Agency).
Représ. (**Représentant**): Representative.
révoc. (**Révocable**): Revocable.
R.F. (**République Française**): French Republic.
r.p. (**Risque du propriétaire**): Owner's risk.
r.s.v.p. (**Répondez s'il vous plaît**): Please reply.
R.S.V.P. (**Répondez s'il vous plaît**): Please reply.

s. (**Sac**): Sack, Bag.
s/ (**Son, sa, ses**): His, Her, Their.
S/ (**Son, sa**): His, Her.
S.A. (**Société anonyme**): Incorporated (Corporation); Inc.
S. à R.L. (**Société à responsabilité limitée**): Limited liability company; Limited; Ltd.
SARL. (**Société à responsabilité limitée**): Limited liability company; Limited; Ltd.
s/B (**Son billet**): His or her bill (acceptance).
S/B (**Son billet**): His or her bill (acceptance).
s.b.f. (**Sauf bon fin**): With all reserve (provided it is duly honored).
s/c (**Son compte**): His (her) account.

s/C (Son compte): His (her) account.
S/C (Son compte): His (her) account.
s/cte (Son compte): His (her) account.
s/Cte (Son compte): His (*or* her) account.
S/cte (Son compte): His (her) account.
S/Cte (Son compte): His (*or* her) account.
s/cpte (Son compte): His (her) account.
S/cpte (Son compte): His (her) account.
s. & h.ex. (Dimanches et jours fériés exceptés): Sundays and holidays excepted.
S. & H. Ex. (Dimanches et jours fériés exceptés): Sundays and holidays excepted.
S.E. & O. (Sauf erreurs et omissions): Errors and omissions excepted.
S.E. ou O. (Sauf erreurs ou omissions): Errors or omissions excepted.
sécr. (Sécrétaire): Secretary.
sécrét. (Sécrétaire): Secretary.
sect. (Section): Department.
s. escte (Sans escompte): Net (without discount).
S.F. (Sans frais): Without expense (free of charge).
s/f (Sa faveur): His (her) favor.
S/f (Sa faveur): His (her) favor.
S.G.D.G. (Sans garantie du gouvernement): Without government guarantee.
s.g. (Sans garantie): Without guarantee.
s.i. (Sauf imprévu): Provided nothing unforeseen happens (occurs); Subject to condition that nothing unforeseen happens.
si. (Sauf imprévu): Provided nothing unforeseen happens (occurs); Subject to condition that nothing unforeseen happens.
s/l (Sa lettre): His (her) letter.
S/l (Sa lettre): His (her) letter.
s/livr. (Sur livraison): On delivery.
s.n.g. (Sans notre garantie): Without our guarantee.
S.N.G. (Sans notre garantie): Without our guarantee.
s/o (Son ordre): His (her) order.
S/o (Son ordre): His (her) order.
Soc. (Société): Society (Company, Corporation).
Soc. An. (Société anonyme): Limited company; Incorporated (Corporation); Inc.
Soc. an^e (Société anonyme): Limited company; Incorporated (Corporation).
s/ord (Son ordre): His *or* her order.
S/ord (Son ordre): His *or* her order.
souss. (Soussigné): Undersigned.
s.p. (Sous palan): Free from alongside.
spécif. (Spécification): Specification *or* (**Spécifié**) Specified *or* (**Spécifier**) Specify *or* (**Spécifique**) Specific.
st. (Sterling): Sterling (Money).
St. (Saint): Saint (St.).
Sté (Société): Society (Company; Corporation).
succ. (Succursale): Branch.
Succ. (Successeur): Successor.
succ'ale (Succursale): Branch.
Succs (Successeurs): Successors.
suiv. (Suivant): According to.
supér. (Supérieur): Superior.
s.v. (Sans valeur): Without value.
s.val. (Sans valeur): Without value.
s.v.g. (Sans votre garantie): Without your guarantee.
S.V.G. (Sans votre garantie): Without your guarantee.
Synd. (Syndicat): Syndicate.

t. (Tonne): Ton.
T. (Tonne): Ton.
T.D. (Tarif des douanes): Customs tariff.
tél. (Télégramme): Telegram *or* (**Téléphone**) Telephone.
Tél. (Télégraphe *or* Téléphone): Telegraph *or* Telephone.
télégr. (Télégramme): Telegram *or* (**Télégraphier**) To telegraph *or* (**Télégraphié**) Telegraphed.

Téléph. (**Téléphone**): Telephone *or* (**Téléphoner**) To telephone *or* (**Téléphoné**) Telephoned.
tft (**Transfert**): Transfer (of property, and so forth).
Tft (**Transfert**): Transfer (of property, and so forth).
T.G. (**Tarif général**): General Customs tariff.
t.l.o. (**En cas de perte totale seulement**): Total loss only.
T.P. (**Travaux publics**): Public works.
transp. (**Transporter**): To transport *or* (**Transportation**) Transportation *or* (**Transporteur**) Freight forwarder.
t.q. (**Tale quale**): Such as; As is (referring to condition of merchandise).
tr. (**Traite**): Draft.
trim. (**Trimestre**): Quarter (of a year) *or* (**Trimestriel**) Quarterly.
transp. (**Transport**): Transport; Transportation *or* (**Transporté**) Transported.
ts (**Tonnes**): Tons.
t.s.v.p. (**Tournez s'il vous plaît**): Please turn over (p.t.o.).
T.S.V.P. (**Tournez, s'il vous plaît**): Please turn over (p.t.o.).

U.K. (**Royaume-Uni**): United Kingdom.
ult. (**Mois écoulé**): Last month.
ulto (**Mois écoulé**): Last month.
U.R.S.S. (**Union des Républiques Socialistes Soviétiques**): U.S.S.R.
U.S.A. (**États-Unis d'Amérique**): United States of America.

v. (**Ville**): City.
V. (**Ville**): City.
V (**Voir**): See; Please see; Refer to.
v/ (**Votre**): Your.
V/ (**Votre**): Your.
VA. (**Vista**): Sight.
val. (**Valeur**): Value.
v/B (**Votre billet**): Your bill (acceptance).
V/B (**Votre billet**): Your bill (acceptance).
v/C (**Votre compte**): Your account.
V/C (**Votre compte**): Your account.
v/cpte (**Votre compte**): Your account.
V/Cpte (**Votre compte**): Your account.
v/cte (**Votre compte**): Your account.
v/Cte (**Votre compte**): Your account.
V/cte (**Votre compte**): Your account.
V/Cte (**Votre compte**): Your account.
V^{e}. (**Veuve**): Widow.
vérif. (**Vérification**): Verification *or* (**Vérifié**) Verified *or* (**Vérifier**) Verify.
v/f (**Votre faveur**): Your favor.
V/f (**Votre faveur**): Your favor.
vir. (**Virement**): Transfer.
Vir. (**Virement**): Transfer.
v/l (**Votre lettre**): Your letter.
V/l (**Votre lettre**): Your letter.
v/o (**Votre ordre**): Your order.
V/o (**Votre ordre**): Your order.
voit. (**Voiture**): Carriage; Coach.
v/ord (**Votre ordre**): Your order.
V/ord (**Votre ordre**): Your order.
vre (**Voiture**): Wagon; Car.
Vre (**Voiture**): Wagon; Car.
vte (**Vente**): Sale.
Vte (**Vente**): Sale.
v/v (**Votre ville**): Your city.
Vve (**Veuve**): Widow.

W/M (**Poids ou cube**): Weight or measurement.
wt (**Poids**): Weight.
w.w.d. (**Jours ouvrables, temps permettant**): Weather working days.

yd (**Yard**): Yard.
yds (**Yards**): Yards.

SPANISH

A/ (**abono, abonamos**): I credit *or* We credit.
@ (**Arroba**): A quarter (25 lbs).
a/c (**a cargo**): Charged to *or* Drawn on *or* (**a cuenta**) Debit of.
A. Cta (**a cuenta**): Debit of.
a/cta (**a cuenta**): Debit of.
admin. (**administración**): Administration.
Adr. (**adresse**): Address.
ad val.: Ad valorem.

admón (administración): Administration.
a/f (a favor): In favor of.
agte (agente): Agent.
a la v/ (a la vista): At sight.
Am. (América): America.
an. (anual): Yearly.
Apdo (apoderado): Empowered attorney.
Apo (apoderado): Empowered attorney.
arr. (arrivo): Arrival.
art. (artículo): Article.
assoz. (associazone): Company.
aste (asistente): Assistant.
at^to^ y S.S. (atento y seguro servidor): Yours very truly (*Literally:* Your attentive and faithful servant).
A/V (a vista): At sight.
av. (avenida): Avenue.
av. (aviso): Advice.

b. (bruto): Gross (weight).
bto (bulto): Bulk *or* (**bruto**) Gross.

c. (caja): Case.
c/ (cargo): Charge *or* (**contra**) Against.
C/ (cuenta): Account.
C/a (cuenta abierta): Open account.
c/c (con cargo): With debit *or* (**cuenta corriente**) Current account; Account current.
c/cta (cuya cuenta): Whose account.
c/cte (cuenta corriente): Account current; Current account.
C. de C. (Cámera de Comercio): Chamber of Commerce.
cent. (céntimo): Cent.
cents (céntimos): Cents.
cert. (certificado): Certificate *or* (**certificar**) To certify *or* (**certificado**) Certified.
certif. (certificado): Certificate *or* Certified *or* (**certificar**) To certify.
cg (centigramo): Centigram.
Cía (Compañía): Company.
c.i.f. (costo, seguro, y flete): Cost, insurance, and freight.
C.I.F. (costo, seguro, y flete): Cost, insurance, and freight.
cif (costo, seguro, y flete): Cost, insurance, and freight.
CIF (costo, seguro, y flete): Cost, insurance, and freight.
cl. (centilitro): Centiliter.
cllo (cuartillo): Pint.
cm. (centimetro): Centimeter.
Co. (Compañía): Company.
com. (comisión): Commission (%) *or* (**comercio**) Commerce.
comp. (compañía): Company.
Comp. (Compañía): Company.
conocimto (conocimiento): Bill of lading.
Conocimto (conocimiento): Bill of lading.
conto (conocimiento): Bill of lading.
Conto (conocimiento): Bill of lading.
Conto Emb. (conocimiento de embarque): Bill of lading.
conv. (convenido): Agreed.
corrte (corriente): Current.
C.P. (casilla postal): Post office box.
C/P (carta partida): Charter party.
C/r (cuenta y riesgo): For account and risk of.
créd. (crédito): Credit.
crrte (corriente): Current.
c.s.f. (costo, seguro, y flete): Cost, insurance, and freight.
C.S.F. (costo, seguro, y flete): Cost, insurance, and freight.
csf (costo, seguro, y flete): Cost, insurance, and freight.
CSF (costo, seguro, y flete): Cost, insurance, and freight.
cta (cuenta): Account.
Cta (cuenta): Account.
cta/a (cuenta abierta): Open account.
Cta/a (cuenta abierta): Open account.
cta corrte (cuenta corriente): Current account.
Cta corrte (cuenta corriente): Current account.
cta crrte (cuenta corriente): Current account.
Cta crrte (cuenta corriente): Current account.
cta cte (cuenta corriente): Current account.

Cta cte (cuenta corriente): Current account.
cta de vta (cuenta de venta): Bill of sale.
Cta de vta (cuenta de venta): Bill of sale.
cte (corriente): Current; This month; Instant.
ctes (corrientes): Current (plural).
ctvo (centavo): Centavo.
c/u (cada uno): Each one.
cuad. (cuadrado): Square.

Dª (Doña): Madam; Mrs.; Lady.
d/c (dinero contante): Cash.
dcto (documento): Document.
dctos (documentos): Documents.
déb. (débito): Debit.
declar. (declaración): Declaration.
desc. (descuento): Discount.
descto (descuento): Discount.
D.F. (Distrito Federal): Federal district.
d/f (días fecha): Days from date.
dir. (director): Director.
div. (dividendo): Dividend.
dls (dólares): Dollars.
Dls (Dólares): Dollars.
Dna (Doña): Madam; Mrs.; Lady.
doc. (docena): Dozen.
dupl. (duplicado): Duplicate.
d/v (días vista): Days after sight; Days' sight.

e. (especificado): Specified.
E. (este, oriente): East.
e/c (en cuenta): On account.
e/cta (en cuenta): On account.
ed. (edificio): Building.
edif. (edificio): Building.
EE.UU. (Estados Unidos): United States.
efvo (efectivo): Cash.
esp. (especialmente): Specially; Especially.
E.U. (Estados Unidos): U.S.A.
E.U.A. (Estados Unidos de América): United States of America.
excl. (exclusivo): Exclusive.

f. (fardo): Bale, Bundle.
f/ (fecha): Date.
fact. (factura): Bill (Invoice).
facta (factura): Bill (Invoice).
f.c. (ferrocarril): Railway (Railroad) *or* **(ferrocarriles)** Railways.
F.C. (ferrocarril): Railway (Railroad).
fha (fecha): Date.
fhdo (fechado): Dated.
f.o.b. (libre a bordo): Free on board.
F.O.B. (libre a bordo): Free on board.
fob (libre a bordo): Free on board.
FOB (libre a bordo): Free on board.
fol. (folio): Folio.
fra (factura): Bill (Invoice).

g. (gramo): Gram.
g/ (giro): Check.
gen. (general): General *or* **(generalmente)** Generally.
ger. (gerente): Manager.
gnte (gerente): Manager.
gr. (gruesa): Gross (12 dozen).
gral (general): General.

Hno (Hermano): Brother.
Hnos (Hermanos): Brothers.
h.p. (caballo de fuerza): Horsepower.
H.P. (caballo de fuerza): Horsepower.
hp (caballo de fuerza): Horsepower.
HP (caballo de fuerza): Horsepower.

id. (idem): Idem.
Id. (idem): Idem.
i.e. (id est): That is to say.
incl. (incluso): Including *or* Inclusive.
ind. (industria): Industry.
inf. (inferior): Inferior.
ing. (ingeniero): Engineer.
Ingl. (Inglaterra): England.
int. (intereses): Interest (%).
intern. (internacional): International.

kg. (kilogramo): Kilogram.
Kg. (kilogramo): Kilogram.
km. (kilómetro): Kilometer.

l. (letra): Draft.
l. (litro): Liter.
L. (legal): Legal.

l/ (letra): Draft.
lat. (latín): Latin.
liqn (liquidación): Settlement (Liquidation).

m. (mañana): a.m.; Tomorrow *or* (**minuto**) Minute.
M. (moneda): Money.
m/ (mes): Month *or* (**mi, mis**) My.
maq. (máquina): Engine; Machine *or* (**maquinaria**) Machinery.
max. (máximum): Maximum.
m/c (mes corriente): Current month *or* (**moneda corriente**) Current money *or* (**mi cuenta**) My account.
M/c (moneda corriente): Current money *or* (**mi cuenta**) My account.
M/C (moneda corriente): Current money.
mco (marco): Mark.
mcos (marcos): Marks.
m/cta (mi cuenta): My account *or* My debit.
Méx. (México): Mexico.
m/f (meses fecha): Months from date *or* (**mi favor**) My favor.
mín. (mínimum): Minimum.
m/l (moneda legal): Legal tender *or* (**mi letra**) My draft.
m/L (mi letra): My draft.
M/L (moneda legal): Legal tender.
m/m. (milímetro): Millimeter.
mm. (milímetro): Millimeter.
m/n (moneda nacional): National currency.
M/n (moneda nacional): National currency.
m/o (mi orden): My order.
m.o.m. (más o menos): More or less.
m.pdo (mes pasado): Last month.
m/pdo (mes pasado): Last month.
m. prox. (mes próximo): Next month.
m/prox. (mes próximo): Next month.
m. proxo (mes próximo): Next month.
m/proxo (mes próximo): Next month.
m/r (mi remesa): My remittance *or* My shipment.
m/R (mi remesa): My remittance.
m.v. (máquina de vapor): Steam engine.

n. (noche): P.m.; Night.
n. (nacional): National.
N. (Norte): North.
n/ (nuestro): Our.
n/c (nuestra cuenta): Our account.
n/cta (nuestra cuenta): Our account.
n.e. (no especificado): Not specified.
n/o (nuestra orden): Our order.
No. (número): Number.
Nos (números): Numbers.
n/r (nuestra remesa): Our remittance *or* Our shipment.
nto (neto): Net.
núm. (número): Number.
núms (números): Numbers.

O. (Oeste): West.
o/ (orden): Order.
O.A. (oro americano): American gold (currency).
oblig. (obligación): Bond.
orn (orden): Order.
o/s (oro sellado): Standard gold *or* Gold currency *or* Gold peso.

p.A. (por autorización): By authority.
pag. (página): Page.
p.b. (peso bruto): Gross weight.
p.c. (por ciento): Per cent (%).
P.C. (por ciento): Per cent (%).
P.D. (posdata): Postscript.
pdo (pasado): Last.
p.e. (por ejemplo): For example.
p.ej. (por ejemplo): For example.
pgdo (pagado): Paid.
p.l. (peso legal): Legal weight.
p.n. (peso neto): Net weight.
p.o. (por orden): By order.
P.O. (por orden): By order.
port. (portador): Bearer.
p.p. (por poder): By authority.
P.P. (porte pagado): Postage prepaid *or* (**por poder**) By authority.
pp (por poder): By authority.
ppdo (próximo pasado): Last month; During the preceding month.
pp.^{do} (proximo pasado): Last month; During the preceding month.
pral (principal): Principal.
Pres. (Presidente): President.

proxo (próximo): Next.
ps (pesos): Pesos.
ptas (pesetas): Pesetas.
Ptas. (pesetas): Pesetas.
pxmo (próximo): Next.
pza (pieza): Piece *or* Part *or* Roll of cloth.
pzas (piezas): Pieces *or* Parts *or* Rolls of cloth.

q.e.s.m. (que estrecha su mano): Yours sincerely (*Literally:* Who shakes your hand).
qq. (quintal): Hundredweight.

r. (remesa): Remittance *or* Shipment.
R. (remesa): Remittance *or* Shipment.
r/ (remesa): Remittance.
R/ (remesa): Remittance.
rbí (recibí): Received.
Rbí (recibí): Received.
rbo (recibo): Receipt.
Rbo (recibo): Receipt.
reb. (rebaja): Rebate.
r.p.m. (revoluciones por minuto): Revolutions per minute.
r.p.s. (revoluciones por segundo): Revolutions per second.

s. (San, Santo): Saint; *or* (**sur**) South.
S. (sociedad): Society *or* (**San, Santo**): Saint.
s/ (su, sus): Your; Yours *or* (**sobre**) On.
S.ª (Señora): Madam; Mrs.
S. A. (Sociedad Anónima): Joint stock company; Corporation *or* (**Sud América**) South America.
S.A.S.S. (Su atento y seguro servidor): Yours faithfully (*Literally:* Your obedient and faithful servant).
S. Atto. S. S. (Su atento y seguro servidor): Yours faithfully (*Literally:* Your obedient and faithful servant).
s/c (su cuenta): Your account *or* (**su cargo**) Your debit.
s/cta (su cuenta): Your account.
S. de R.L. (sociedad de responsabilidad limitada): Limited liability company.
S. en C. (Sociedad en Comandita): Limited (corporation).
S.E. u O. (salvo error y omisión): Errors and omissions excepted.
s/f (su favor): Your favor.
s/g (su giro): Your draft.
sigte (siguiente): Following.
Snra. (Señora): Madame; Mrs.
s/o (su orden): Your order.
soc. (societá): Company.
Sor (Señor): Mister.
Sores (Señores): Gentlemen.
s/r (su remesa): Your remittance *or* Your shipment.
s/R (su remesa): Your remittance.
Sr (Señor): Mister.
Sra (Señora): Madam; Mrs.
Sras (Señoras): Ladies.
Sres (Señores): Gentlemen.
Srio (secretario): Secretary.
Sria (secretaria): Secretary (female).
Srita (Señorita): Miss.
Srs (Señores): Gentlemen.
Srta (Señorita): Miss.
S.S.S. (Su seguro servidor): Yours faithfully (*Literally,* Your faithful servant).
Ss. Ss. Ss. (Sus seguros Servidores): Yours faithfully (*Literally:* Your faithful servants.
Sta (Santa): Saint (female) *or* (**Señorita**) Miss.
Sto (Santo): Saint (masculine).
sub-ger. (sub-gerente): Assistant manager.
suc. (sucursal): Branch.
sup. (superior): Superior.
Superinte (Superintendente): Superintendent.
Supt (Superintendente): Superintendent.
surpl.: Surplus.
s.v. (sin valor): Without value.

tel. (telegrama): Telegram *or* (**telegrafiar**) To telegraph *or* (**teléfono**) Telephone.
testo (testigo): Witness.
tít. (título): Title.
tlf. (telefonía): Telephony.

tlg. (**telegrafía**): Telegraphy.
tpo (**tiempo**): Time.
trim. (**trimestre**): Quarter *or* (**trimestral**) Quarterly.
Trim. (**trimestre**): Quarter *or* (**trimestral**) Quarterly.
tripl. (**triplicado**): Triplicate.

Ud. (**Usted**): You (*singular*).
Uds (**Ustedes**): You (*plural*).
Uu. (**Ustedes**): Your (*plural*).
U.Ud.V. (**Usted**): You (*singular*).
UU.Uds. (**Ustedes**): You (*plural*).

v. (**valor**): Value.
V. (**Usted**): You (*singular*).
v/ (**vista**): Sight.
va (**vista**): Sight.
VA (**vista**): Sight.
val. (**valor**): Value.
v.c. (**vuelta de correo**): Return mail.
Vd. (**Usted**): You (*singular*).
V.^{da} (**Viuda**): Widow.
Vds. (**Ustedes**): You (*plural*).
v. en c. (**valor en cuenta**): Value accounted for.
v.g. (**verbigracia**): For instance.
vg. (**verbigracia**): For instance.
v.gr. (**verbigracia**): For instance.
Vo.Bo. (**Visto Bueno**): All right; O.K.
V°B° (**visto bueno**): All right; O.K.
vol. (**volumen**): Volume.
Vol. (**volumen**): Volume.
vols (**volúmenes**): Volumes.
v.r. (**vuestra remesa**): Your remittance *or* shipment.
vr. (**vara**): A Spanish measure equivalent to 0.8359 m.
vra (**vuestra**, *fcm.*): Your.
vro (**vuestro**, *masc.*): Your.
vta (**venta**): Sale.
vta, vto (**vuelta, vuelto**): Return.
Vta. Vto. (**vuelta-vuelto**): Return.
VV. (**Ustedes**): You (*plural*).
VV.Vds. (**Ustedes**): You (*plural*).

GERMAN

a. (**auf**): On; For.
A. (**Auftrag**): Order.
A/ (**Auftrag**): Order.
a.B. (**auf Bestellung**): On order; By order.
abschr. (**abschreiben**): To copy.
Abschr. (**Abschrift**): Copy.
Abt. (**Abteilung**): Department.
Abtg. (**Abteilung**): Department.
a.c.: (*Latin*) Current year.
a.D. (**ab Datum**): From date.
Adr. (**Adresse**): Address.
A.G. (**Aktiengesellschaft**): Incorporated (company); Inc.
Agt. (**Agent**): Agent.
Agtur (**Agentur**): Agency.
a.H. (**ab Haus**): From the domicile *or* (**am Haus**) At domicile.
a.I.R. (**auf Ihre Rechnung**): For your account.
Akkr. (**Akkreditiv**): Letter of credit.
Akt. (**Aktie**): Stock (share).
Akt. Ges. (**Aktiengesellschaft**): Incorporated (company); Inc.
Alleinvertr. (**Alleinvertreter**): Sole agent *or* (**Alleinvertretung**) Sole agency.
Am. (**Amerika**): America *or* (**amerikanisch**) American (*singular*) *or* (**Amerikaner**) American.
a.m.R. (**auf meine Rechnung**): For my account.
anb. (**anbieten**): To offer.
anfr. (**anfragen**): To inquire.
Anfr. (**Anfrage**): Inquiry.
angeb. (**angeboten**): Offered.
Angeb. (**Angebot**): Offer.
ank. (**ankommen**): To arrive.
Ank. (**Ankunft**): Arrival.
Anw. (**Anweisung**): Draft *or* Money order.
a.o.R. (**auf offene Rechnung**): On open account.
a.R. (**auf Rechnung**): On (for) account of.
Art. (**Artikel**): Article.
a.s.R. (**auf seine Rechnung**): For his account.
Asst. (**Assistent**): Assistant.
a.u.R. (**auf unsere Rechnung**): For our account.
ausf. (**ausfuehren**): To export.
Ausf. (**Ausfuhr**): Export.

ausgef. (**ausgefuehrt**): Exported.
Ausl. (**Ausland**): Foreign country (abroad).
ausschl. (**ausschliesslich**): Excluding; Exclusive of.

b. (**brutto**): Gross.
B. (**Bahn**): Railway.
Bahnh. (**Bahnhof**): Railroad station.
Bankanw. (**Bankanweisung**): Bank draft.
Bed. (**Bedingungen**): Conditions (terms).
beglaub. (**beglaubigen**): To certify *or* (**beglaubigt**) Certified.
Beglaub. (**Beglaubigung**): Certificate.
beil. (**beiliegend**): Enclosed.
Beil. (**Beilage**): Enclosure.
bel. (**belasten**): To debit *or* (**belasted**) Debited.
Bel. (**Belastung**): Debit.
besch. (**bescheinigen**): To certify.
Besch. (**Bescheinigung**): Certificate.
beschr. (**beschraenkt**): Limited.
bestaet. (**bestaetigen**): To confirm *or* (**bestaetigt**) Confirmed.
Bestaet. (**Bestaetigung**): Confirmation.
besteh. (**bestehend**): Consisting (of).
bestell. (**bestellen**): To order.
Bestell. (**Bestellung**): Order.
betr. (**betreffs, betreffend**): With regard to (regarding) *or* (**betragen**): To amount to.
Betr. (**Betrag**): Amount.
bevollm. (**bevollmaechtigt**): Authorized.
Bevollm. (**Bevollmaechtigter**): Authorized person.
Bew. (**Bewilligung**): License.
bezugn. (**bezugnehmend**): Referring (to).
Bhf (**Bahnhof**): Railroad station.
Br. (**Brief**): Letter.
Briefw. (**Briefwechsel**): Correspondence.
btto (**brutto**): Gross (weight).

ca (**circa**): About.

D. (**Dampfer**): Steamer.
dd. (*Latin:* **de dato**): From date.
D/d (*Latin:* **de dato**): From date.
deb. (**debitieren**): To debit.
Deb. (**Debit**): Debit.
Dekl. (**Deklaration**) Declaration.
d.h. (**das heisst**): That is (That means); That is to say.
d.i. (**das ist**): That is; That is to say.
Dir. (**Direktor**): Director.
Div. (**Dividende**): Dividend.
d.J. (**dieses Jahres**): This year; The current year.
d.M. (**dieses Monats**): This month; The current month.
Dok. (**Dokument**): Document.
dok. (**dokumentiert**): Documented.
ds. J. (**dieses Jahres**): This year; The current year.
ds. M. (**dieses Monats**): This month; The current month.
Dtz. (**Dutzend**): Dozen.
Dtzd (**Dutzend**): Dozen.
Dupl. (**Duplikat**): Copy.

Eigent. (**Eigentuemer**): Owner *or* (**Eigentum**): Property.
einf. (**einfuehren**): To import.
Einf. (**Einfuhr**): Import; Importation.
eingef. (**eingefuehrt**): Imported.
eingeschr. (**eingeschrieben**): Registered (letter).
eingetr. (**eingetragen**): Entered (in books).
einl. (**einliegend**): Enclosed.
Einl. (**Einlage**): Enclosure.
einschl. (**einschliesslich**): Including; Inclusive of.
einschr. (**einschreiben**): To register (a letter).
eintr. (**eintragen**): To enter (in books).
Eintr. (**Eintragung**): Entry (in books).
Eisenb. (**Eisenbahn**): Railroad.
erkl. (**erklaeren**): To declare.
Erkl. (**Erklaerung**): Declaration.
erstkl. (**erstklassig**): First class.
exp. (**exportiert**): Exported.
Exp. (**Export**): Export.

F. (**Flugzeug**): Aircraft.
f.a.B. (**frei an Bord**): Free on board.
F.A.B. (**frei an Bord**): Free on board.

FAB (frei an Bord): Free on board.
fabr. (fabriziert): Manufactured *or* (**fabrizieren**) To manufacture.
Fabr. (Fabrik): Factory.
f.a.F. (frei ab Fabrik): Free at factory.
F.A.F. (frei ab Fabrik): Free at factory.
FAF (frei ab Fabrik): Free at factory.
f.a.H. (frei ab Haus): Free from domicile; Free from here.
F.A.H. (frei ab Haus): Free from domicile; Free from here.
FAH (frei ab Haus): Free from domicile; Free from here.
fakt. (fakturieren): To invoice *or* (**fakturiert**) Invoiced.
Fakt. (Faktura): Bill (invoice).
FAKT (Faktura): Bill (Invoice).
Fakta (Faktura): Bill (Invoice).
faktur. (fakturieren): To invoice *or* (**fakturiert**) Invoiced.
Fil. (Filiale): Branch.
fko (franko): Postpaid; Free of charges.
Fkta. (Faktura): Bill (Invoice).
f.n.H. (frei nach Haus): Free to the domicile.
F.N.H. (frei nach Haus): Free to the domicile.
FNH (frei nach Haus): Free to the domicile.
Frachtbr. (Frachtbrief): Bill of lading.
Freibl. (freibleibend): "Remaining free" (meaning that offer is subject to confirmation).
Frl. (Fraeulein): Miss.

G. (Gesellschaft): Company (corporation).
Gar. (Garantie): Guaranty.
garant. (garantiert): Guaranteed.
Geb. (Gebuehr): Fee (Brokerage) *or* (**Gebrueder**) Brothers.
Gebr. (Gebrueder): Brothers.
Geh. (Gehalt): Contents (capacity) *or* Salary.
Geldanw. (Geldanweisung): Money order.
gelief. (geliefert): Shipped *or* Delivered.
Ges. (Gesellschaft): Company.
Gesch. (Geschaeft): Business; Store.
gesetzl. (gesetzlich): Legal; Legally.
gew. (gewogen): Weighed.
Gew. (Gewicht): Weight *or* (**Gewinn**) Profit.
G.m.b.H. (Gesellschaft mit beschraenkter Haftung): Limited liability company.
Gr. (Gross): Gross (12 dozen).

H. (Haftung): Liability.
Hand. (Handel): Commerce.
Hand. Ges. (Handelsgesellschaft): Company (commercial).
Hr. (Herr): Mister, Mr.

I. (ihr, ihre): Your.
i.A. (im Auftrage): By order.
I.A/ (Ihr Auftrag): Your order.
illustr. (illustriert): Illustrated.
imp. (importiert): Imported.
Imp. (Import): Import.
Inh. (Inhaber): Owner.
Ink. (Inkasso): Collection (of monies).
Inl. (Inland): Interior (of country).
I. u. A. v. (Irrtuemer und Auslassungen vorbehalten): Errors and omissions excepted.
i.V. (in Vertretung): In place of.
i. Vertr. (in Vertretung): In place of.

jaehrl. (jaehrlich): Annually; Annual.

K. (Konto): Account.
Kaeuf. (Kaeufer): Buyer.
Kap. (Kapital): Capital *or* (**Kapitel**) Chapter (Paragraph).
Kapit. (Kapitel): Chapter (Paragraph) *or* (**Kapital**) Capital.
Kat. (Katalog): Catalogue.
kauf. (kaufen): To buy.
Kaufm. (Kaufmann): Merchant.
k.J. (kommendes Jahr): Next year.
k.M. (kommenden Monat): Next month.
Komm. (Kommissionaer): Commission agent *or* (**Kommission**) Commission.
Konn. (Konnossement): Bill of lading.
konsign. (konsignieren): To consign.

Konsign. (Konsignation): Consignment.
Kop. (kopieren): To copy.
Kop. (Kopie): Copy.
Kr. (Kreditieren): To credit *or* **(Kreditiert):** Credited.
Kr. (Kredit): Credit.
k.S. (kurze Sicht): Short sight.
Kto (Konto): Account.
kurzfr. (kurzfristig): Short-term.

Ladg (Ladung): Cargo.
Lagerh. (Lagerhaus): Warehouse.
langfr. (langfristig): Long-term.
lfd. J. (laufenden Jahres): This year.
lfd. M. (laufenden Monats): This month.
Lfg (Lieferung): Delivery.
Lgr (Lager): Warehouse.
lief. (liefern): To ship *or* To deliver.
Lief. (Lieferung): Shipment *or* Delivery.
liquid. (liquidieren): To liquidate.
Liquid. (Liquidation): Liquidation.
l.J. (laufenden Jahres): This year; The current year.
lt. (laut): In accordance with; According to.
l.M. (laufenden Monats): This month; The current month.
l.R. (laufende Rechnung): Current account.
l.S. (lange Sicht): Long sight.

m. (mit): With *or* **(mein, meine)** My.
m.A. (mangels Annahme): Because of non-acceptance.
M.A. (mangels Annahme): Because of non-acceptance.
m.A/ (mein Auftrag): My order.
Manif. (Manifest): Manifest.
Masch. (Maschiene): Engine; Machinery.
M.E.Z. (mitteleuropaeische Zeit): Mean European Time.
Mitinh. (Mitinhaber): Partner.
mitt. (mitteilen): To advise.
Mittg. (Mitteilung): Advice *or* **(Mittag)** Noon.
mon. (monatlich): Monthly.
monatl. (monatlich): Monthly.
muendl. (muendlich): Verbally.
m.Z. (mangels Zahlung): Because of non-payment.
M.Z. (mangels Zahlung): Because of non-payment.
n. (netto): Net.
Nachf. (Nachfolger): Successor.
Nachfr. (Nachfrage): Demand (for goods); Inquiry.
Nachm. (Nachmittag): Afternoon.
naeml. (naemlich): That is to say (viz.).
n.J. (naechstes Jahr): Next year.
Nm. (Nachmittag): Afternoon; p.m.
n.M. (naechsten Monat): Next month.
nto (netto): Net.
Nz. (Nummer): Number.

o. (order): Order.
O/ (Order): Order.
o.K. (ohne Kosten): Without cost (free of cost). (Drafts bearing this endorsement are not to be protested; therefore, this abbreviation also stands for "Do not protest.")
O.K. (ohne Kosten): Without costs (free of cost) (*see* o.K.).
o.O. (ohne Obligo): Without obligation.
Orig. (Original): Original.
o.W. (ohne Wert): Without value.

p.a. (*Latin:* per annum): Per year (yearly).
P.A. (Postamt): Post office.
p. Adr. (per Adresse): Care of.
Pak. (Paket): Parcel; Package.
Paragr. (Paragraph): Paragraph.
p.B. (per Bahn): By railway.
p.D. (per Dampfer): By steamer.
per Adr. (per Adresse): Care of.
per B. (per Bahn): By rail; by railway.
per D. (per Dampfer): By steamer.
per F. (per Flugzeug): By airplane.
per Nachn. (per Nachnahme): Cash on delivery.
p.F. (per Flugzeug): By aircraft; By air.
p. Nachn. (per Nachnahme): Cash on delivery; Collect.

postw. (**postwendend**): By return mail.
postwd. (**postwendend**): By return mail.
p.p. (**per procura**): By authority.
P.P. (**per procura**): By authority.
pp (**per procura**): By authority.
PP (**per procura**): By authority.
p. pa. (**per procura**): By authority.
p. PA. (**per procura**): By authority.
ppa (**per procura**): By authority.
PPA (**per procura**): By authority.
Praes. (**Praesident**): President.
pr. compt. (*French:* **par comptant**): By cash; Cash.
Prof. (**Profit**): Profit.
Prov. (**Provision**): Commission *or* (**Provinz**) Province.
Proz. (**Prozent**): Per cent (%).
Pruef. (**Pruefung**): Examination.

Qual. (**Qualitaet**): Quality.
Quant. (**Quantitaet**): Quantity.
Qtg (**Quittung**): Receipt.
Quitt. (**Quittieren**): To give a receipt.
Quitt. (**Quittung**): Receipt.

R. (**Rechnung**): Bill (Invoice) *or* Account.
Rab. (**Rabatt**): Rebate (discount).
Rechn. (**Rechnung**): Bill (Invoice).
Reg. (**Regierung**): Government.
Reingew. (**Reingewinn**): Net profit.
rem. (**remittieren**): To remit.
Rim. (**Rimesse**): Remittance.
Rohgew. (**Rohgewinn**): Gross profit.

s. (**siehe**): See *or* (**sein, seine**) His.
S. (**Sicht**): Sight.
s.A/ (**sein Auftrag**): His order.
Schr. (**Schreiben**): Letter.
schriftl. (**schriftlich**): In writing.
Seevers. (**Seeversicherung**): Marine insurance.
Sekr. (**Sekretaer**): Secretary.
serienw. (**serienweise**): Serially.
s.O/ (**seine Order**): His order.
sped. (**spedieren**): To forward.
Sped. (**Spediteur**): Forwarder.
spez. (**spezifizieren**): To specify *or*

Stg. (**Sterling**): Sterling.

Teilh. (**Teilhaber**): Partner.
Tr. (**Tratte**): Draft.
Trsp. (**Transport**): Transport; Transportation *or* (**Transporteur**) Freight forwarder.

u. (**unser, unsere**): Our.
u.A/ (**unser Auftrag**): Our order.
u.A.w.g. (**um Antwort wird gebeten**): An answer is requested; Please reply.
Ueberbr. (**Ueberbringer**): Bearer.
uebl. (**ueblich**): Usual.
Ums. (**Umsatz**): Turnover.
ungef. (**ungefaehr**): About (circa).
uns. (**unser, unsere**): Our.
Unterz. (**Unterzeichneter**): Undersigned.
unwiderr. (**unwiderruflich**): Irrevocable.
Urspr. (**Ursprung**): Origin.
u.s.f. (**und so fort**): And so forth; And so on.
u.s.w. (**und so weiter**): And so forth (etc.).

v. (**von, vom**): Of; From.
Va. (*Latin:* **Valuta**): Foreign exchange.
Val. (*Latin:* **Valuta**): Foreign exchange.
verk. (**verkaufen**): To sell *or* (**verkauft**) Sold.
Verk. (**Verkauf**): Sale.
Verl. (**Verlust**): Loss.
verp. (**verpacken**): To pack.
Verp. (**Verpackung**): Packing.
Verpack. (**Verpackung**): Packing.
vers. (**versichern**): To insure *or* (**versichert**) Insured.
Vers. (**Versicherung**): Insurance.
Ver. St. (**Vereinigte Staaten**): United States.
Vertr. (**Vertreter**): Agent; Representative *or* (**Vertretung**) Agency.
verw. (**Verwalten**): To manage.
Verw. (**Verwaltung**): Administration *or* (**Verwalter**) Administrator.
Verz. (**Verzeichniss**): Listing (List).
vgl. (**vergleiche**): Compare.

vm. (**vormittags**): During the forenoon.
v.M. (**vorigen Monat**): Last month.
Vollm. (**Vollmacht**): Authority.
vollst. (**vollstaendig**): Total; Complete.
Vorm. (**Vormittag**): Forenoon.
Vors. (**Vorsitzende**): Chairman.
Vorst. (**Vorstand**): Board of directors.

Waehr. (**Waehrung**): Currency.
widerr. (**widerruflich**): Revocable.
Wwe. (**Witwe**): (*At end of firm's name*) Widow.

z. (**zu**): To; At.
Z. (**Zoll**): Customs duty *or* Inch.
z.B. (**zum Beispiel**): For example; For instance.
Zert. (**Zertifikat**): Certificate.
Zertif. (**Zertifikat**): Certificate.
Zeugn. (**Zeugniss**): Testimonial.
Zfr. (**zollfrei**): Free of duty.
z.H. (**zu Haenden**): Into the hands of; For the attention of.
z. Ink. (**zum Inkasso**): For collection (of monies).
Zolldekl. (**Zolldeklaration**): Customs declaration (Customs entry).
Zollgeb. (**Zollgebuehr**): Customs duty.
z.V. (**zur Verfuegung**): At disposal.
zw. (**zwischen**): Between.
z.Z. (**zur Zeit**): At the time.
z. Zt. (**zur Zeit**): At the time.

Unit Abbreviations

ABBREVIATIONS OF THE MOST COMMON UNITS OF WEIGHT AND MEASURE

The spelling of the names of units as adopted by the National Bureau of Standards is that given in the following list. The spelling of the metric units is in accordance with that given in the law of July 28, 1866, legalizing the metric system in the United States.

Following the name of each unit in the list below is given the abbreviation which the Bureau has adopted, on the following principles:

1. The period is omitted after all abbreviations of units, except where the abbreviation forms an English word.

2. The exponents "2" and "3" are used to signify "square" and "cubic," respectively, in the case of the metric units, instead of the abbreviations "sq" or "cu". In conformity with this principle, the abbreviation for cubic centimeter is "cm^3" (instead of "cc" or "c cm"). The term "cubic centimeter," as used in chemical work, is, in fact, a misnomer, since the unit actually used is the "milliliter," of which the correct abbreviation is "ml".

3. The use of the same abbreviation for both singular and plural is recommended. This practice is already established in expressing metric units and is in accordance with the spirit and chief purpose of abbreviations.

4. It is also suggested that, unless all the text is printed in capital letters, only small letters be used for abbreviations, except in such case as A for "angstrom," and so forth, where the use of capital letters is general.

The countries on the metric system generally use the same abbreviations as those listed; therefore, they are not repeated in the preceding lists of abbreviations.

Unit	*Abbreviation*
acre	acre
angstrom	A
are	a
avoirdupois	avdp
barrel	bbl
board foot	fbm
bushel	bu
carat	c
centare	ca
centigram	cg
centiliter	cl
centimeter	cm
chain	ch
cubic centimeter	cm^3
cubic decimeter	dm^3
cubic dekameter	dkm^3
cubic foot	cu ft
cubic hectometer	hm^3
cubic inch	cu in.
cubic kilometer	km^3
cubic meter	m^3
cubic mile	cu mi
cubic millimeter	mm^3
cubic yard	cu yd

Unit	*Abbreviation*
decigram	dg
deciliter	dl
decimeter	dm
decistere	ds
dekagram	dkg
dekaliter	dkl
dekameter	dkm
dekastere	dks
dram	dr
dram, apothecaries'	dr ap *or* ℥
dram, avoirdupois	dr avdp
dram, fluid	fl dr
fathom	fath
foot	ft
furlong	fur.
gallon	gal
grain	grain
gram	g
hectare	ha
hectogram	hg
hectoliter	hl
hectometer	hm
hogshead	hhd
hundredweight	cwt

Unit	*Abbreviation*
inch	in.
kilogram	kg
kiloliter	kl
kilometer	km
link	li
liquid	liq
liter	liter
meter	m
metric ton	t
micron	μ
mile	mi
milligram	mg
milliliter	ml
millimeter	mn
millimicron	mμ
minim	min *or* ♏
ounce	oz
ounce, apothecaries'	oz ap *or* ℥
ounce, avoirdupois	oz avdp
ounce, fluid	fl oz
ounce, troy	oz t
peck	pk
pennyweight	dwt
pint	pt
pound	lb
pound, apothecaries'	lb ap
pound, avoirdupois	lb avdp
pound, troy	lb t
quart	qt
rod	rd
scruple, apothecaries'	s ap *or* ℈
square centimeter	cm^2
square chain	sq ch
square decimeter	dm^2
square dekameter	dkm^2
square foot	sq ft
square hectometer	hm^2
square inch	sq in.
square kilometer	km^2
square link	sq li
square meter	m^2
square mile	sq mi
square millimeter	mm^2
square rod	sq rd
square yard	sq yd
stere	s
ton	tn
ton, metric	t
troy	t
yard	yd

A

A1. Generally used to designate anything that is first-class, taken from *Lloyd's Register of British and Foreign Shipping.* The letter *A* refers to the state of the hull, the figure *1* to the condition of the cables, anchors, stores, and so forth.

ABC code. *See* Cable and radio.

Abandoned merchandise. *See* Auction, Customs.

About or **circa.** Used in invoices and other shipping papers to describe a generally defined or understood (by usage or agreement) variation of percentage above or below the sold or billed quantity of materials. In connection with shipping, the word *about,* when applied to loading or sailing, is generally understood to mean "not to exceed five days." The established "Uniform Customs and Practice for Commercial Documentary Credits" provides for the interpretation of *about* or *circa* as follows:

> *"About", "Circa" or Similar Terms.* To be construed as allowing a difference not to exceed 10% more or less applicable, according to their place in the instructions or letters of credit, to the amount of the credit, or to the quantity or unit price of the goods.
>
> When the goods, by their nature, do not allow the delivery of the exact quantity indicated—as, for instance, oil in barrels, ore in bulk, chemicals in bulk or in cylinders, &c.—a difference of 3% more or less will be allowed, even if the terms of the credit call for a fixed weight or measurement.

Abstract (of) title. A summary or listing showing whether the legal title proves the right to ownership, or whether liens or other impediments exist.

Accept. *See* Acceptance.

Acceptance. The confirmation of a contract or agreement by the party to whom it has been submitted. The word is also used in connection with a draft; the signature of the drawee (person who has to pay) on the draft confirms acceptance or agreement to pay the debt when due. The term is generally understood to mean an accepted bill or draft (*see* Draft), which will be payable on maturity by the person who has accepted it. (*See* Acceptor; Drawee; Draft acceptance.)

Acceptance agreement. *See* Letter of credit, acceptance (agreement). (*See specimen, pages 681–683.*)

Acceptance, banker's. *See* Letter of credit, acceptance (agreement).

Acceptance, discounting. *See* Letter of credit, acceptance (agreement); Draft, acceptance.

Acceptance, (against) documents. *See* Documents (against) acceptance; Draft.

Acceptance (of) draft. *See* Draft, acceptance; Letter of credit, acceptance (agreement).

Acceptance house. A private banking firm which makes it its business, or a general banking business which makes it a specialty, to accept bills (drafts) in place of the firm or person who really owes the money represented by the draft. The acceptance house, therefore, does not buy the draft, but lends its name and prestige to the drawee (*see* Acceptance), in whose integrity and ability eventually to pay his debt it believes. In this manner the drawers of the draft, or any endorsers of it, have the guarantee of the acceptance house's acceptance as to payment, rather than that of the drawee, who may neither be internationally known nor have the financial standing of the acceptance house. The latter charges the drawee a com-

mission, but, of course, in spite of its acceptance of the draft, has recourse to the drawee in case of nonpayment. The endorsement by the "house" makes the bill discountable and more easily negotiable. (*See* Draft; Draft, discounting, without recourse.)

Acceptance, local. *See* Draft acceptance, local.

Acceptance (of) order. When the order is accepted, it becomes a contract.

Acceptance procedure. *See* Letter of credit, acceptance.

Acceptance, stored goods (against). *See* Letter of credit, acceptance.

Acceptance, trade. *See* Trade acceptance.

Accepted draft. *See* Draft; Draft, acceptance.

Acceptor. The person who accepts the draft (*see* Acceptance). The drawee becomes the acceptor when he signs or accepts the bill, and he thereby confirms his agreement and willingness to pay it in the amount specified on the draft and at the time at which it is due.

According to specification. *See* Specification.

Account. Refers to credit and to the time for settlement of a debt which is charged to the buyer's account, the latter being presented for payment on the usual or prearranged date. It also signifies an account in a bank upon which the depositor can draw without having to give previous notice (*see* Deposit account). (*See* Account *headings.*)

Account, blocked. A credit account which has been frozen or interfered with; in other words, an account which has been stopped, by government, court, or other causes, and cannot be freely used by the owner of the funds it represents. (*See* Exchange, blocked; Export credit, frozen.)

Account, controlled. An account is described as being controlled by a person, if such person by power of attorney or otherwise actually directs trading for such account.

Account, cost. *See* Cost account.

Account, current. The method of keeping a regular or running (from *currere,* Latin for "to run") accounting between two parties, showing the various transactions, or their results in monetary form, which have occurred between them. At regular or agreed periods, copies of the account current are sent to the buyer or seller, as the case may be, for settlement or carrying forward to the next period of settlement.

Account, deposit. *See* Deposit account.

Account, foreign depositor. *See* Bank, foreign remittances.

Account, open. *See* Payment, open account.

Account receivable. It shows the amounts which are due and therefore can be expected to be received unless they are not paid. In a statement the accounts receivable are considered a current asset.

Account Sales. What the commission agent or broker calls the accounting (which he sends to the original owner or shipper) of goods sent to him (agent or broker) and which were sold for his principal's account. The Account Sales gives the net amount due the owner of the shipment, that is, the price obtained, less charges and broker's or agent's commission. (*See* Charges, statement of.)

Accounting, foreign trade. Basically, foreign trade accounting is not different from the keeping of domestic accounts. However, there is, of course, the possibility or necessity of carrying such accounts not only in the domestic but also in the foreign currencies of the countries with whom the merchant or manufacturer has been trading. This can be done in many ways, as, for example, by entering the foreign currencies at the dollar value at the time of entry or billing—or, if

there are credits and debits in the foreign currency, they can be offset against each other. On the other hand, when the account is kept in dollars, the value in foreign currency can be figured at the exchange rate prevailing at the date of shipment or payment.

Act, futures. *See* Futures act.

Act (of) God. An inevitable accident.

Act (to) promote export trade. *See* Webb Act.

Active partner. *See* Partner, active.

Active trade balance. A balance in which exports exceed imports (*see* Trade balance).

Actual tare. *See* Tare, actual.

Ad valorem. From the Latin: "according to value." It is principally used, in foreign trade, in connection with the assessment of duties on imported goods or commodities, based on their value, as opposed to the so-called "specific duties" (*see* Duty, ad valorem; Duty, specific). (*See* Tariff, (ad) valorem; Tariff, valuation; Appraisement (of) goods' value.)

Addresses, cable. *See* Cable addresses.

Adjuster, general average. A person or firm delegated to adjust and state the General Average. Appointed by the shipowner, as a rule, and in the United States usually a member of the Association of Average Adjusters. (*See* Average, general.)

Admiralty court. A court with jurisdiction over loss and damage suffered in transportation of goods over water.

Admission, temporary. Temporary admission is granted in certain countries for the entry of goods, commodities, or materials which are intended for reexportation. For goods so admitted, it is not necessary to pay duty and, therefore, it is not necessary later to claim any drawback.

Advance. A loan by a bank, forwarder, or the like, on an export or import shipment.

Advance freight. (*See* Definitions, foreign trade, American, *heading:* "Freight prepaid to.") Freight paid in advance at port of shipment.

Advertising, abroad (export). Generally speaking, the same type of media that are at the disposal of domestic advertisers also may be used in foreign countries: newspapers, magazines, posters, radio, and motion pictures. Two procedures are followed by United States manufacturers in advertising their products abroad, and there is considerable controversy over the merits of each. The first is to entrust the preparation and placement of the advertising to an advertising agency here or abroad. This has the advantages of centralized control over the advertising appropriation, and of assuring that copy and layouts will be prepared by trained advertising specialists. Savings often can be effected by utilizing certain features of domestic advertising campaigns in foreign advertising. Export advertising agencies in the United States maintain direct correspondents in foreign countries, and some of them have their own branch offices in certain markets. Certain United States advertising agencies handle nothing but foreign advertising.

The second procedure that may be adopted is to determine an advertising appropriation for each foreign market and entrust its disbursement either to a foreign advertising agency or to a distributor or representative in each market, who uses local advertising agencies where these exist. (*See* Distributor; Representative, manufacturers'.) Those who follow this procedure point out that each foreign market has its own peculiarities, and that advertising best suited to the needs of the market should be prepared within the country. The principal disadvantage of this method is that cases may arise where distributors or representatives will use ad-

vertising appropriations more for their own benefit than for that of the advertiser.

Consumer advertising is generally best done by using local periodicals and newspapers, billboards, radio, and so forth, whereas trade advertising will make good use of export trade papers, local trade magazines, and direct-mail approach of distributors, agents, dealers, and so forth.

Many exporting manufacturers combine the two procedures; that is, for some foreign markets, their advertising is handled by advertising agencies in the United States; for other markets, it is written and placed locally. Increasingly important media for foreign advertising are United States magazines circulating abroad. Most of the advertising in these publications is placed by advertising agencies in this country.

Advertising agency. A firm or individual that handles the advertising of a manufacturer, shipper, and so forth, on a commission basis (paid by the media used and not by the advertiser), planning campaigns and attending to all details, including selection of and payment for space, and so forth.

Advertising material. In some countries advertising material is subject to duty and must be declared on invoices as regards both value and weight.

Advice. The *Advice* or *Letter* (or *Note* or *Cable*) *of Advice* is the information transmitted by a merchant to another to whom he has sent a shipment of goods or materials, on consignment or otherwise, giving a description of the goods sent, the carrier or other means of transportation used, the date of departure, and any other pertinent details. In the same manner, the term is used by bankers when giving notification of such acts as the opening of credits, the drawing of drafts, and the payment or non-payment of drafts. (*See* Draft, advice of; Letter of credit, *heading:* "Form of credit.")

Advice (of) authority to pay. *See* Letter of credit classification (*see specimen, page 706*).

Advising bank. *See* Bank, advising.

Aeronautical Chamber of Commerce. *See* Chamber of Commerce, Aeronautical.

Aeronautics Administration. *See* Civil Aeronautics Administration.

Aeronautics Board. *See* Civil Aeronautics Board.

Affidavit. A statement, in writing, sworn to before an authorized officer or notary public (*affidavit*, "he has sworn," from the Latin verb *affidare*). In connection with imports, for example, an affidavit has to be made, for Customs purposes, when requesting free or duty-free entry of returned American products. (*See* Certificate, consular, returned American products; Free list.) (*See specimen, page 922.*)

Affreightment. (*See* Contract (of) affreightment.) An agreement or contract by which a vessel is hired (or rented) for the carrying of freight.

After-arrival-of-goods draft. *See* Draft (after goods') arrival.

After-date bill. *See* Draft, after date.

After-sight draft. *See* Draft, sight.

A. G. (German). Abbreviation for *Aktiengesellschaft.* (*See* Corporation.)

Against. In foreign trade, stands in certain connections for *upon*, for example: "draft drawn against . . ." In connection with shipping and collections, *against* means "provided that." For example, "documents against acceptance" or "documents against payment" means that documents, or, in other words, title to the shipment, shall only be delivered to consignee provided he accepts the draft or makes the payment covering the goods. The goods will only be delivered to him if and after he has

PRINCIPAL PRODUCTS

of the

UNITED STATES STEEL EXPORT COMPANY

ROLLED STEEL AND FORGED STEEL PRODUCTS

Bars, Structural Shapes, CB Sections and Piling • Hot Rolled Flat Steel • Cold Finished Bars • Commercial Forgings • Standard Rails, Light Rails, Girder Rails • Track Materials, Switches, Special Track Work and Track Accessories • Wrought Steel Wheels and Axles • Crane Wheels • Mine and Industrial Cars • Steel Mine Timbers, Ties and Jacks • Locomotive Side Frames • Rolled Steel Plate Lining (for tubes and ball mills) • Forged Steel Grinding Balls • Concrete Reinforcing Bars • Floor Plate • Abrasion-Resisting Steel

FLAT ROLLED PRODUCTS

Electrical Sheets • Eagle Brand Sheets; hot rolled • Apollo Brand Galvanized Sheets —Plain, Corrugated • Star Brand Galvanized Sheets—Plain, Corrugated • Galvannealed Sheets • Cold Rolled Sheets—Automobile Sheets, Metal Furniture Sheets, Special Purpose Sheets • Vitreous Enamelling Sheets • Blued Sheets for Special Purposes • Long and Short Ternes • Tack Plate • Cor-Ten and Man-Ten High Tensile Steel Sheets • Tin Plate—American Cokes and Charcoals • Tin Mill Black Plate • Plates • Hot Rolled Strip • Cold Rolled Strip

WELDED AND SEAMLESS STEEL TUBULAR PRODUCTS

Standard, Extra Strong and Double Extra Strong Pipe • Large O. D. Pipe, Line Pipe • Drill Pipe, Casing, Tubing and Drive Pipe • Copper-Steel Pipe • Scale-Free Pipe • Seamless Mechanical Tubing • Seamless Aircraft Tubing • Seamless Alloy Tubing • Boiler and Cracking Still Tubes • Galvanized, Special Dipped and Coated Pipe • Couplings • Seamless Steel Trolley Poles

ALLOY STEEL—OPEN HEARTH AND ELECTRIC

U • S • S Carilloy (Alloy) Steels

WIRE AND WIRE PRODUCTS

Electrical Wires and Cables • Copper Magnet Wire • Fencing, Posts and Gates • Chain Link and Lawn Fence • Wire Screen and Hardware Cloth • Wire Belting and Wire Specialties • Barbed Wire • Wire Rope • Wire Netting • Airplane Strand and Cords • Multisafty Highway Guard • Elevator Rope • Railway Signal and Power Bonds • Aerial Tramway Cables and Equipment • Nails, Staples, Hoops and Bale Ties • Manufacturing Wires • Springs • Wire Fabric Reinforcement • Welding Wire • Galvanized Telephone and Telegraph Wire • Galvanized Steel Strand

U • S • S STAINLESS AND HEAT-RESISTING STEELS

Cold Rolled Strip • Wire and Wire Products • Sheets and Light Plates • Tubes and Pipes • Bars, Plates, Shapes • Special Sections and Semi-Finished Products

STEEL STRUCTURES OF ALL CLASSES, PARTICULARLY BRIDGES AND BUILDINGS

Turntables, Transmission Towers; Component Parts • Electric (Heroult) Furnaces • Merchant Ships, Barges, Lighters and Dredges • Miscellaneous Heavy Machine Work and Steel Fabrications • I-Beam-Lok Armored Flooring • I-Beam-Lok Open Flooring • T-Tri-Lok Flooring

CEMENT

Atlas Portland Cement • Atlas White Portland Cement • Atlas Waterproofed White Portland Cement • Atlas Lumnite Cement • Unaflo Oil Well Cement.

and

Tools & Die Steels • Die & Sow Blocks • Welding Electrodes • Welding Machines • Carmet Carbides • Ferro Alloys • Expanded Metal • Metal Lath • Steel Drums & Containers

UNITED STATES STEEL EXPORT COMPANY

30 Church Street, New York 8, U. S. A.

thus received the shipping documents giving title to the shipment.

Agency, advertising. *See* Advertising agency.

Agency, airline. *See* Airline agency.

Agency, commission. *See* Agent, commission.

Agency, contract. *See* Agent, contract of.

Agency (on) delcredere basis. *See* Agent, delcredere basis.

Agency, exclusive. *See* Agent, exclusive.

Agency, foreign. *See* Agent, foreign.

Agency, forwarding. *See* Freight forwarder.

Agency, freight. The office of the freight agent.

Agency, indent. *See* Indent agent.

Agency, insurance. *See* Insurance agent.

Agency, manufacturer's. *See* Agent, export, manufacturer's.

Agency, purchasing. *See* Agent, purchasing.

Agency, sole. *See* Agent, exclusive.

Agency, steamship. *See* Steamship agent.

Agent. From the Latin *agere* (to act). Someone who acts for another, by the latter's authority and therefore in his place and as his substitute. This is the meaning of the word in connection with trade generally, although often the *agent* (the word is mostly employed in connection with his specific calling or activities, as, for example, insurance) may also indicate a broker. The agent may be an individual or an organization.

A manufacturer or an exporter may appoint for the sale abroad of his products: the agent residing in the United States and doing business from an American city or port; and the agent who resides in a foreign country, in all or part of which he acts for the seller. In addition to agents representing sellers, there are, of course, agents representing buyers, and so forth.

There are pitfalls for sellers in the United States in dealing with agents residing in foreign countries. Such agent has his rights and responsibilities clearly defined by the law of the country in which he operates; this applies also to the status of the merchandise sent to him for sale or on consignment. In some cases the principal is considered as doing business within the country of his agent in a sense which would make the principal liable for income taxes in that country. Obviously, for his own protection, the principal entering into contracts with agents abroad should know something of the agency laws of the foreign countries in question. Because of these complications, a growing number of manufacturers and exporters in the United States prefer to avoid the use of the term *agent* and to substitute a simpler term which often does not have the same legal implications, namely, that of *representative*. (*See* Agent *and* Agency *headings;* Representative, manufacturers'; Representative, sales; Manufacturer's agent.)

Agent, airline. *See* Airline agency.

Agent, buyer's shipping. Often the foreign buyer has an agent through whom he may handle little or none of his purchases, but to whom he entrusts all arrangements for the actual shipments of anything he may buy direct or through other agents or commission houses. In that case, he directs the firms from or through whom he buys to send the goods to his shipping agent, who is thus known as the *buyer's shipping agent.*

Agent, buying. *See* Agent, exclusive, buying.

Agent, buying, traveling. *See* Buying agent, traveling.

Agent, commission. The name used for an agent who works on a commission basis, that is, a percentage which his principal pays him on the net invoice values (generally) of the total sales

made by the agent himself or made in his territory, according to his agreement. This commission varies, of course; but in most cases where the agent acts on this basis, the goods are shipped and billed by the manufacturer, exporter, or shipper not to the agent, but direct to the buyer. The agent gets his commission, calculated usually on the basis of the net invoice values of the goods exported or imported, from his principal, generally only after the latter himself has received payment in full of the total of the invoice due him. (*See* Commission.)

Often the term *commission agent* is used loosely when a more accurate term would be *sales representative.* (*See* Agent; Representative, sales.) These representatives perform the same functions as agents, but they have less authority legally to act in place of principals. (*See* Export commission house; Import commission house.)

In addition to agents who act for sellers, there are many other categories, including those who purchase goods for foreign buyers or importers and receive their commission from the buyer. (*See also* Agency *and* Agent *headings;* Export house; Indent agent; Manufacturer's agent.)

Agent, contract (of). (*See also other* Agent *headings.*) The agent's contract may include the duration of the agency, the territory allocated, the commissions or discounts involved, the quantity of merchandise to be sold annually, and certain price regulations that will safeguard the manufacturer against price-cutting on the part of the agent. Further, these contracts frequently establish the responsibility of the agent in the resale of ordered merchandise; they usually contain a cancellation clause, based most frequently on quotas, and, in general, any other equitable provisions that two reasonable businessmen would employ for their mutual protection. Some contracts deal with the matter of competitive agencies, advertising allowances, and the hiring of local salesmen for the introductory sales campaign and other matters. The contract may provide also for payment of all or part of the agent's expenses. (*See specimen contract, pages 782–783.*)

Agent, Customs. *See* Customs agents.

Agent (on) delcredere basis. (*See also* Delcredere.) If an agent for a manufacturer, on a commission basis which presupposes shipping and billing by his principal to his customer (*see* Agent, commission), in connection with sales to his customers or into his territory guarantees the payment of the manufacturer's bills, or, in other words, assumes the risk of the eventual payment, he is known as a "delcredere agent."

Agent, domestic. An agent who resides in the same country as the party whom he represents.

Agent, exclusive, buying. This is a foreign business firm or individual who acts as purchasing agent for his foreign principal. He resides in the country in which the goods or commodities are produced or have their market, and he acts within the authority defined in his contract. He may receive a fixed compensation, or he may work on a percentage of the turnover, that is, the amounts representing his purchases for his principal, who pays for the goods. On the other hand, he may receive a combination of both: a minimum fixed amount and a percentage on the total of his purchases. He may pay his own expenses, or his principal may pay all or part of them. He actually performs the same functions as he would if he were the principal's foreign branch or representative. (*See* Purchasing agent; Buying agent, traveling.)

Agent, exclusive, selling. The exclusive, or so-called "sole selling," agent is one who has the sole and exclusive right to represent a manufacturer or shipper for his product in a certain territory, or for a certain class of goods and/or a certain class of trade or customers, during the life of an agreement made by both parties to this effect. The exclusive agent may reside either in this country or abroad (*see* Agent, foreign), but he will be protected on all sales under his franchise into his territory or to his clientèle. He may be acting either as a commission agent or for his own account, in which latter case the term *merchant* is better than *agent.* During the life of the exclusive agency agreement (*see* Agency, contract), all orders or inquiries from his territory or clientèle must be turned over to the agent, and he is thus fully protected.

Agent, export, manufacturer's. (*See* Manufacturer's agent; Representative, manufacturers'; Agent, foreign, *headings.*) This type of agent obtains from a manufacturer (who does not wish to maintain his own export department or foreign trade salesmen) a contract to represent him and his products either for the world or for certain countries. The agreement may either grant such an agency on a commission basis, or it may leave it to the agent to buy the goods from his principal at a certain discount off the domestic list prices and then add his own profit—either unlimited or limited by an understanding with the manufacturer to a certain percentage over and above the manufacturer's net price. In case it is agreed that the manufacturer (while leaving the sales to his agent on a commission basis) does the billing and shipping, he pays the agent a commission, based generally on the net invoice value (*see* Agent, commission). Or the manufacturer may arrange to bill direct but let the agent attend to the shipping as part of his duties, so that he, the manufacturer, may be relieved from both the selling *and* the shipping end of his export business. (*See* Manufacturer's agent.) Or, again, the agent may buy the goods for his own account at the factory and ship and bill direct, in which case he is acting as an export merchant and distributor. (*See specimen contract, pages 782–783.*)

Agent, foreign (manufacturers'). The foreign manufacturers' agent is a selling agent for his foreign principal (exporter or manufacturer). Such agents usually work on commission, paid by the principal, and leave the financing of the order to the manufacturer or exporter. Many of them have offices in this country and other parts of the world and effectively cover definite areas such as South America, the Far East, Australia, Scandinavia, or the Near East. These agents are most successful in handling advertised specialties such as cosmetics, drugs, and jewelry, for which the principal demand must be created by local salesmanship. (*See* Agent, foreign (resident abroad); Manufacturer's agent; Agent, export, manufacturer's.)

Foreign manufacturers' agents often sell directly to local wholesalers and retailers. They frequently participate with the wholesaler or retailer in sales promotion, advertising, and other plans designed to create a demand and establish a market for their lines. (*See* Representative, manufacturers'; Advertising, abroad (export).)

Agent, foreign (resident abroad). The agent who lives abroad and works generally on a commission basis is known as the *resident agent.* He need not be a foreigner for all that, but may be an American. In any case, by living in the territory in which he acts, he becomes a local agent. He is normally a firm or indi-

vidual acting in a given territory and paid a commission on all orders from it or obtained by him personally, according to his contract (*see* Agent, contract of). There are many advantages, since the foreign agent has better knowledge of the country and people, and of his accounts and their requirements. Disadvantages are many, too: there is no control over and no direct and personal contact with the agent.

The foreign resident agent, whether a firm or an individual, generally represents a number of noncompetitive lines. But many first-class firms abroad will act as agents for United States shippers, just as first-rate United States firms will act as agents for foreign exporters to this country. (*See* Manufacturer's agent.)

The term *manufacturers' representative* or *sales representative* often is better than *agent,* because, while the functions are the same, there are complex legal implications in the word *agent* that make it safer to use *representative.* (*See* Representative, manufacturers'; Representative, sales.) Instead of appointing a foreign agent or representative who works on commission, it is often more advantageous for a manufacturer to have his line handled by a merchant in the foreign country, who buys for his own account, stocks the goods, and resells. In this case, the proper term is *distributor.* (*See* Distributor.)

Normally a salesman on commission, as described above, the resident agent sometimes combines this activity with a business as import merchant in the country where he is located, that is, while he takes orders from larger customers as a salesman and transmits them to the manufacturer for direct shipment, he carries on his own account a local stock, purchased or obtained on consignment, from which he sells in small lots for quick deliveries. From this it is but a step for him to become entirely an importer on his own account, but carrying and selling exclusively the product of the manufacturer whom he represents. He may obtain his stocks either by purchase or on consignment, and he makes deliveries direct to wholesalers or retailers, as the case may be.

Agent, forwarding. *See* Freight forwarder.

Agent, freight. *See* Freight agent.

Agent, import. *See* Import agent; Import commission house; Import agent, abroad.

Agent, indent. *See* Indent agent.

Agent, insurance. *See* Insurance agency or agent.

Agent, purchasing. *See* Purchasing agent.

Agent, resident abroad. *See* Agent, foreign (resident abroad).

Agent, selling *or* sales. He represents the principal, but not always on an exclusive basis. (*See* Representative, manufacturers'; Agent, foreign, resident abroad.)

Agent, shipping, buyer's. *See* Agent, buyer's shipping.

Agent, sole. *See* Agent, exclusive.

Agent, steamship. *See* Steamship agent.

Agent's territory. The territory for which the agent has obtained the sales rights is protected so that generally all sales or inquiries from it must be turned over to the agent. As it is never advisable to give anyone more business than he can handle, depending on his existing organization, subagencies, means and methods of travel, contacts, and financial and other resources, the territory should be limited in size to fit the capacities and capabilities of the agent.

Agent's time limit. The agent should be given sufficient time to introduce his principal's goods, or to expand and maintain his market. Therefore, the clause in the agreement which deals with this phase of the agency is called

the *time limit*, by which the manufacturer generally protects himself. This protection he can obtain either by providing for a definite date of expiration of the contract, in which case the contract will also specify the notice (in this case, to be given in advance) which will have to be given to the agent in case cancellation of contract at the specified date is desired. (*See* Agent, contract of.) Or the manufacturer provides for his right—if he wishes to exercise it—to cancel the contract by giving thirty or sixty days' (or longer) notice at the end of a given, definite period, if the agent has not come up to expectations, generally based on the agent's turnover (*see* Agent's turnover).

Agent's turnover. The principal, to protect himself, inserts a clause in his contract by which he retains the right to cancel the contract at the end of a given period (*see* Agent's time limit) if by that time a certain turnover has not been reached during a preagreed preceding period. For example, the contract may read: "The principal reserves the right to cancel this agreement, if he so chooses, at the end of any year, by giving three months' notice in writing to the agent of his intention of so doing, if the turnover during the first twelve months' period has not reached a total net volume of $10,000, and at the end of any year thereafter if during the preceding twelve months of any one such year a turnover equivalent to a 20 per cent increase (over the preceding twelve months' period) has not been reached by the agent or in his territory, the count starting with the minimum turnover set above for the first year of this agreement."

Agio. This word designates a premium paid (or a percentage) for the exchange of one currency for another. In the Middle Ages, it represented the difference between the value of money deposited with a banker, or bank money, which was guaranteed by the banker, and that of the coins actually in circulation, which generally were of the greatest variety. The word is now used to designate the premium or discount on foreign bills of exchange (drafts). In countries where paper currencies are depreciated, the agio also represents the premium at which gold is traded, as compared with the paper currency. (*See* Gold premium.)

Agreement, acceptance. *See* Letter of credit, acceptance (agreement).

Agreement, agent. *See* Agent, contract (of).

Agreement, bilateral. *See* Treaty, bilateral.

Agreement, clearing. *See* Clearing agreement.

Agreement, compensation. *See* Compensation agreement.

Agreement, distributor. *See specimen, pages 782–783.* *See* Distributor.

Agreement, exchange clearing. *See* Exchange-clearing (agreement).

Agreement, tripartite. An agreement among three parties (*or* states *or* nations).

Agreements, argol. *See* Argol agreements.

Agreements, exchange allocations. *See* Allocations.

Agreements, foreign exchange. *See* Foreign exchange agreements.

Agreements, multilateral. *See* Treaty, multilateral.

Agreements, reciprocal trade. (*See* Reciprocity; Rate, bound; Preferential duties.) This program is based on the Trade Agreements Act of June 12, 1934, which has been four times extended by Congress. The purpose of this program is the increase of sales of products of the United States in foreign markets. This purpose is sought through reciprocal adjustment of excessive trade barriers (*see* Trade barriers). The general objectives of the program are to sub-

United States Department of State

TRADE AGREEMENTS SIGNED

Cuba:
Signed . . . Aug 24, 1934
Effective . Sept. 3, 1934

Brazil:
Signed . . Feb. 2, 1935
Effective Jan. 1, 1936

Belgium (and Luxembourg):
Signed . Feb. 27, 1935
Effective. . . May 1, 1935

Haiti:
Signed. . . . . Mar. 28, 1935
Effective. . . June 3, 1935

Sweden:
Signed . . May 25, 1935
Effective . Aug. 5, 1935

Colombia:
Signed. . Sept. 13, 1935
Effective . May 20, 1936

Canada (superseded):
Signed . Nov. 15, 1935
Effective. . . . Jan. 1, 1936

Honduras:
Signed . . Dec. 18, 1935
Effective . Mar. 2, 1936

The Netherlands:
Signed . . Dec. 20, 1935
Effective. Feb. 1, 1936

Switzerland:
Signed . . . . . Jan. 9, 1936
Effective. . . . Feb. 15, 1936

Nicaragua[1]:
Signed . . . Mar. 11, 1936
Effective. Oct. 1, 1936

Guatemala:
Signed . April 24, 1936
Effective . . . June 15, 1936

France:
Signed. . . . . May 6, 1936
Effective . . June 15, 1936

Finland:
Signed May 18, 1936
Effective. Nov. 2, 1936

Costa Rica:
Signed. . . Nov. 28, 1936
Effective. . . . Aug. 2, 1937

El Salvador:
Signed. . . . Feb. 19, 1937
Effective May 31, 1937

Czechoslovakia[2]:
Signed . . Mar. 7, 1938
Effective. . . . April 16, 1938

Ecuador:
Signed. . . . . Aug. 6, 1938
Effective . Oct. 23, 1938

United Kingdom:
Signed Nov. 17, 1938
Effective Jan. 1, 1939

Canada (second agreement):
Signed Nov. 17, 1938
Effective . . Jan. 1, 1939

Turkey:
Signed . . April 1, 1939
Effective . . May 5, 1939

Venezuela:
Signed . . . . Nov. 6, 1939
Effective . Dec. 16, 1939

Cuba (first supplementary agreement):
Signed Dec. 18, 1939
Effective . . Dec. 23, 1939

Canada (supplementary fox-fur agreement)[3]:
Signed . . Dec. 13, 1940
Effective . . . Dec. 20, 1940

Argentina:
Signed. . . . . Oct. 14, 1941
Effective . . Nov. 15, 1941

Cuba (second supplementary agreement)
Signed . . . . Dec. 23, 1941
Effective . . Jan. 5, 1942

Peru:
Signed . . . . May 7, 1942
Effective. . . . July 29, 1942

Uruguay:
Signed . . . July 21, 1942
Effective. . . . Jan. 1, 1943

Mexico:
Signed . . . . . Dec. 23, 1942
Effective. . . . Jan. 30, 1943

Iran:
Signed . . . April 8, 1943
Effective. . . June 28, 1944

Iceland:
Signed . . . Aug. 27, 1943
Effective. . . . Nov. 19, 1943

Paraguay:
Signed. . . . . Sept. 12, 1946

[1] The duty concessions and certain other provisions of this agreement ceased to be in force as of March 10, 1938.

[2] The operation of this agreement was suspended as of April 22, 1939.

[3] This replaced a previous supplementary agreement relating to fox furs, effective January 1, 1940

stitute economic co-operation for economic warfare in our relations with foreign countries (*see also* Foreign trade; Treaty, commercial; Tariff agreements, United States). The Trade Agreements Act prescribes direct negotiation with other countries for the reduction of excessive barriers standing in the way of expansion of our foreign trade. The method was chosen as more practical, and more effective and immediate, than general downward revision of the United States tariff alone. The Trade Agreements Act has been renewed four times, namely, in 1937, 1940, 1943, and 1945. The current authority extends to June 12, 1948. (*See* Tariff *headings;* Rate, bound.)

The act empowers the President of the United States, in order to obtain from other countries concessions on American exports to those countries, to modify excessive United States tariff rates, to bind existing tariff rates against increase, and to guarantee continued duty-free entry of products now on the free list (*see* Free list). The President can modify tariff rates and conclude trade agreements after he has sought the advice of the Departments of State, War, Navy, Agriculture, and Commerce, the Tariff Commission, and other appropriate agencies of the government, and after public notice and full opportunity for presentation of information and views by any interested person. Therefore, all government agencies concerned with foreign commerce participate, through interdepartmental committees, especially the Committee on Trade Agreements and the Committee for Reciprocity Information. (*See* Reciprocity Information Committee.) Before any trade agreement is concluded, public notice is given of all products on which concessions by the United States will be considered, and public hearings are held by the Committee for Reciprocity Information, composed of representatives of the government agencies concerned. Recommendations of the Committee on Trade Agreements are submitted to the President through the Secretary of State. (*See* Preferential duties.)

The Trade Agreements Act of June 12, 1934, authorizes the President to enter into foreign-trade agreements and "to proclaim such modifications of existing duties and other import restrictions, or such additional import restrictions, or such continuance, and for such minimum periods, of existing customs or excise treatment of any article covered by foreign trade agreements, as are required or appropriate to carry out any foreign trade agreement that the President has entered into hereunder." The original act provided that no United States rate of duty should be reduced or increased, as a result of a trade agreement, by more than 50 per cent of the rate in effect at the time of the passage of the act, and that no article should be transferred between the dutiable and the free lists. As extended and amended by the Congress in 1945 and extended until June 12, 1948, however, the act authorizes changes of up to 50 per cent of the rates in effect on January 1, 1945, and includes all rates already reduced, both under the cost-of-production procedure, since the Tariff Act of 1930, and under the trade agreements operation since 1934. The effect of this amendment is, therefore, to broaden and strengthen the bargaining power of the President in making trade agreements. With the increased authority to make concessions to foreign countries, he is enabled to obtain, in return, correspondingly increased advantages from the other countries which may become parties to the agreements. It also provides that any changes in duties made under any

trade agreement shall be generalized to articles of the growth, produce, or manufacture of all foreign countries. Such concessions may, however, be withheld from any country because of discriminatory treatment of American commerce or because of other acts or policies which, in the opinion of the President, may tend to defeat the purpose of the act. (*See* Most-favored-nation clause.)

The United States, in negotiating a trade agreement, asks a foreign country to lower its excessive tariff rates on our exports, or to liberalize quota or exchange restrictions on them. In exchange, under these agreements the United States agrees to reductions in its tariffs or to the continuance of existing tariffs or free entry in the case of imported products needed or desired by American producers and/or consumers.

The commercial policy of the United States with particular reference to the trade-agreement program is designed to accomplish two objects, namely, (1) mutual and reciprocal reduction in trade barriers and (2) the removal or prevention of discrimination against American commerce, equality of treatment being the keynote of this policy.

The United States has concluded agreements with the countries in the accompanying list.

THE RECIPROCAL-TRADE-AGREEMENTS PROGRAM IN WAR AND PEACE

The reciprocal-trade-agreements program is based upon the Trade Agreements Act approved June 12, 1934, which has four times been extended by Congress in 1937, 1940, 1943, and 1945. Under the last extension the authority contained in the act for negotiation of trade agreements will expire on June 12, 1948, unless earlier renewed by Congress.

Why It Was Adopted

Purpose. To increase foreign markets for products of the United States is the primary purpose of the trade-agreements program. This purpose is sought through reciprocal adjustment of excessive trade barriers. The general objectives of the program are to substitute economic cooperation for economic warfare in our relations with other countries; to give economic substance to our good-neighbor policy; and to create the kind of international economic relations upon which a structure of durable peace can be erected.

Necessity. Normally the United States can and does produce more of a great number of farm and industrial products than can profitably be sold in the American market.

When large quantities of such goods cannot be exported, our agricultural products pile up in unmarketable surpluses and our industrial production slows down. The result is felt throughout the country in depressed prices, unemployment, reduced wages, and poorer home markets for American producers.

Trade between nations declined sharply after 1929, largely because most nations, including the United States, set up excessive barriers against imports. By thus making it difficult for its people to buy things they needed and desired from other countries, each country made it difficult—in many cases impossible—for its own producers to sell their exportable surpluses in other countries.

The value of the foreign trade of the United States fell even more rapidly than did that of the world as a whole; it dropped from $9,640,000,000 in 1929 to $2,934,000,000 in 1932.

As world trade diminished, employment and incomes fell and the world-wide economic depression was deepened and prolonged. Between 1929 and 1932 our foreign trade dropped nearly 70 percent; national income, 43 percent; cash farm income, 58 percent; wages and salaries in manufacturing industries, 53 percent.

Benefits of foreign trade. Expansion

of our trade with foreign countries benefits the whole country:

1. It benefits directly the great branches of American agriculture and the many industries, large and small, that have products to sell in foreign markets.

2. It benefits directly American producers who use imported raw materials or semi-manufactured products in making their finished products.

3. It benefits many workers dependent upon these branches of agriculture and industry for their livelihood.

4. It improves domestic markets for American producers not directly interested in export or import trade; American farmers and manufacturers who can sell more of their goods in foreign markets—and their employees as well—are better customers for the goods and services of Americans not in the business of exporting or importing.

5. It raises living standards by providing more employment, more purchasing power, and more goods for American consumers at reasonable prices; it increases, to our mutual advantage, the exchange of products we grow or manufacture to better advantage than other countries, for products that other countries can grow or manufacture to better advantage than we can.

Foreign trade is two-way. Foreign trade *necessarily* is two-way trade. We cannot export unless we import; we cannot import unless we export. Our exports provide purchasing power for the things we import; our imports provide purchasing power to foreign countries for the things they buy from us. People in foreign countries can buy our products only to the extent that they can acquire United States dollars to pay for them, and the only way they can acquire dollars is through the sale in this country of their products (including gold and silver) and services, or by borrowing. Loans, even if available to them, merely postpone the ultimate necessity for payment in the form of commodities or services. If such payment is prevented, defaulted debts are inevitable.

How the Program Works

Direct negotiation with other countries is the method prescribed by the Trade Agreements Act for reducing excessive barriers standing in the way of expansion of our foreign trade. This method was chosen as more practicable and more effective than general downward revision of the United States tariff alone. Unilateral reduction of tariffs by the United States would not insure the reciprocal reduction by other countries of their tariffs and other barriers, including discriminations, against our export trade.

Method. The act empowers the President, in order to obtain from other countries concessions on American exports, to modify excessive United States tariff rates, to bind existing tariff rates against increase, and to guarantee continued duty-free entry of products now on the free list.

The act does *not* empower the President to modify tariff rates except under a trade agreement; it does *not* empower him to reduce the duty on any foreign product under a trade agreement by more than 50 percent or to transfer any item from the dutiable list to the free list. As extended in June 1945, this limitation applies to rates of duty in effect on January 1, 1945.

It *does* require that trade agreements be concluded only after the President has sought the advice of the Departments of State, War, Navy, Agriculture, and Commerce, the Tariff Commission, and other appropriate agencies of the Government, and only after public notice and full opportunity for presentation of information and views by any interested person.

All Government agencies concerned with foreign commerce cooperate, through interdepartmental committees, in studying all pertinent facts and views. Before any trade agreement is concluded, public notice is given of all products on which concessions by the United States will be considered and public hearings are held by repre-

sentatives of the Government agencies concerned. Resulting recommendations in regard to trade agreements are submitted to the President through the Secretary of State.

Concessions obtained. The United States, in negotiating a trade agreement, asks a foreign country to lower its excessive tariff rates on our exports, or to liberalize quota or exchange restrictions on them.

Such concessions and assurances against higher trade barriers have been obtained from countries which are important customers for thousands of American products, both agricultural and non-agricultural, comprising one third of all United States exports.

Concessions granted. Under trade agreements the United States has agreed to tariff reductions or to the continuance of existing tariffs or free entry in the case of imported products needed or desired by American producers and consumers. Concessions on imported products more or less similar to those produced in the United States are granted only when they are in the national interest, when reciprocal concessions are obtained therefor, and only after thorough study of all the factors involved. In appropriate cases imports of such products permitted to enter at the reduced tariff rates are limited in amount or restricted to seasons when similar American products are not marketed in quantities sufficient to satisfy the needs of American consumers.

"Most-favored-nation" clause. The traditional trade policy of the United States is not to discriminate between foreign nations but to extend equality of tariff treatment to all who do not discriminate against the trade of this country. This policy is embodied in the Trade Agreements Act. Under it a lower rate of duty on a given product in a trade agreement with a foreign nation (other than Cuba) applies also to the same product from any third nation, unless that third nation is found to discriminate against the products of the United States. This policy enables the United States to require other countries, as well as the other party to the trade agreement, to give our exports non-discriminatory treatment.

This policy of fair treatment on a reciprocal basis pays large dividends in dollars and cents to American producers who are thus protected against foreign tariff and other discriminations. It promotes peaceful commercial relations. Discriminatory trade policies create resentment and invite retaliation. [*See* Most-favored-nation clause.]

Beneficial Results of the Program

The United States has concluded agreements with 29 foreign countries. These countries, in the order in which the agreements were signed, are: Cuba, Brazil, Belgium and Luxembourg, Haiti, Sweden, Colombia, Canada, Honduras, the Netherlands, Switzerland, Nicaragua,[1] Guatemala, France, Finland, Costa Rica, El Salvador, Czechoslovakia,[2] Ecuador, the United Kingdom of Great Britain and Northern Ireland, Turkey, Venezuela, Argentina, Peru, Uruguay, Mexico, Iran, Iceland, and Paraguay.

An important percentage of the total foreign trade of the United States is carried on with the countries with which reciprocal trade agreements have been concluded. The Commercial Intelligence Department of the Office of International Trade (United States Department of Commerce) can at all times be consulted regarding the importance and percentage of trade with these or other foreign countries.

Agreements with American republics. Trade agreements have been concluded with all the other American republics except Bolivia, Chile, the Dominican Republic, and Panama. Over 90 percent of the trade of the United States with the other American republics is with the trade-agreement countries.

Trade increases. The trade-agree-

[1] The reciprocal duty concessions and certain provisions of this agreement ceased to be effective Mar. 10, 1938.

[2] The operation of this agreement was suspended Apr. 22, 1939.

ments program contributed substantially to the increase in United States foreign trade between the inauguration of the program and the outbreak of war in 1939. Other factors have also, of course, affected the volume and the nature of our trade.

During the 2-year period 1934–35 United States total foreign trade averaged 4.1 billion dollars a year. In the 2-year period 1938–39 the average was 5.3 billion dollars.

The contribution of the trade-agreements program to the increase in our foreign trade is indicated by a comparison of United States trade with agreement and with non-agreement countries.

In the 2-year period 1938–39, when 16 trade agreements were in effect, United States exports to the countries covered by these agreements averaged 62.8 percent greater than in 1934 35, when only 1 agreement was in effect for a year or more. In 1938–39 our exports to all other countries were only 31.7 percent greater than in 1934–35.

Our imports from the 16 agreement countries averaged 21.6 percent greater in 1938–39 than in 1934–35, but our imports from other countries averaged only 12.5 percent greater.

These comparisons reinforce the common-sense conclusion that the reduction of excessive tariffs and other barriers to the exchange of our goods for those of other nations tends to support and enlarge our foreign trade.

Improved trade relations. Trade agreements improve trade relations generally between the United States and the foreign country concerned. The agreements themselves provide a basis for consultation in regard to matters dealt with in the agreements. Beyond this the cordial atmosphere fostered by the agreements paves the way for friendly discussion of other trade and economic matters not directly involved in the agreements.

Improved general relations. Economic cooperation through mutually beneficial trade agreements tends to promote good relations with other countries. The trade-agreements program has helped us to win back, to our great advantage, some of the friendships we lost by our short-sighted tariff policies after the First World War. Today the trade agreements with the other American republics are one of the strongest pillars in the structure of hemispheric solidarity and of our global good-neighbor policy.

The Program in War and Peace

During the last war. Our existing trade agreements with the United Kingdom and Canada entered into force on January 1, 1939, the year in which war began in Europe. The agreement with Turkey took effect in May of that year. During the war period seven new agreements came into effect with: Venezuela in December 1939; Argentina in November 1941; Peru in July 1942; Uruguay on January 1, 1943; Mexico on January 30, 1943; Iceland Nov. 19, 1943; and Iran June 28, 1944. During this period four supplementary agreements (two each with Canada and Cuba) were concluded.

Wartime trade controls, scarcity of shipping, and military considerations at that time dominated the nature and extent of our foreign trade. Nevertheless, a considerable amount of trade continued to be influenced primarily by economic considerations. The trade-agreements program exerted a beneficial influence on our trade relations with friendly countries and on our own war effort.

The agreements provide valuable insurance against a repetition of the tidal wave of trade barriers and discriminations that swept over the world after the First World War. They provide a solid foundation for resumption of mutually beneficial trade, when so many of our agricultural and industrial producers, and certain branches of American labor, will need foreign markets if they are to avoid curtailment of production, ruinously low prices, and unemployment, and when American industry and consumers need imported raw materials, semi-manufactures and finished products.

Trade agreements, old as well as new, helped to bring about close economic cooperation between this country and the other United Nations in the last war. These agreements stand today for economic cooperation—for a world in which men everywhere can produce in accordance with their ability and exchange their goods on a fair and reasonable basis.

Secure peace must be built upon international economic cooperation. Economic insecurity and social unrest, caused in considerable part by excessive trade barriers and discriminatory trade policies, helped to plunge the world into the greatest of all wars before it had recovered from the last one. Henceforth, economic cooperation, not economic warfare, must be the rule.

The governments of the United Nations, in subscribing to the Atlantic Charter, agreed "to further the enjoyment by all States, great or small, victor or vanquished, of access, on equal terms, to the trade and to the raw materials of the world which are needed for their economic prosperity"; and affirmed their "desire to bring about the fullest collaboration between all nations in the economic field with the object of securing, for all, improved labor standards, economic advancement, and social security."

Article VII of the mutual-aid agreements signed by the United States and various other of the United Nations provides that the terms of final settlement of these agreements "shall be such as not to burden commerce . . . but to promote mutually advantageous economic relations . . . and the betterment of world-wide economic relations. To that end they shall include provision for agreed action . . . open to participation by all other countries of like mind, directed to the expansion, by appropriate international and domestic measures, of production, employment, and the exchange and consumption of goods, which are the material foundations of the liberty and welfare of all peoples; to the elimination of all forms of discriminatory treatment in international commerce, and to the reduction of tariffs and other trade barriers; and, in general, to the attainment of all the economic objectives" of the Atlantic Charter.

The reciprocal-trade-agreements program is closely related to and interdependent with other international measures and efforts aimed at improvement of economic conditions on a world-wide basis. The purposes of the International Monetary Fund and the International Bank for Reconstruction and Development are to stabilize and facilitate the use of international exchange and thus to promote international commerce, and to provide necessary capital for greater production of goods.

The United States Government has taken the lead in proposing and carrying forward broad and comprehensive plans for the expansion of world trade and employment. In December 1945 this Government published and transmitted to other governments for their consideration a document entitled *Proposals for Expansion of World Trade and Employment.*

These *Proposals* put forward the idea that there should be established an International Trade Organization of the United Nations, the members of which would agree to conduct their commercial relations in accordance with rules to be set forth in the Charter of the Organization. The *Proposals* contained suggestions for rules to govern trade barriers, restrictive business practices, intergovernmental commodity arrangements, and the international aspects of employment policies. They also outlined a suggested structure for the International Trade Organization itself. (*For further details, see* United Nations.)

The international organization provided for by the United Nations Charter signed at San Francisco on June 26, 1945 by 51 governments included as a component agency the Economic and Social Council, which is charged with the function of correlating and assisting nations in cooperative steps toward achieving, among other things, higher levels of employment and standards of living.

In February 1946 the Economic and Social Council of the United Nations adopted a resolution calling for an International Conference on Trade and Employment to consider the creation of an International Trade Organization and the possibilities of trade-barrier reductions. Subsequently the Council invited 19 nations to meet in London to form a Preparatory Committee of the United Nations Conference on Trade and Employment. On October 15 representatives of 18 of these nations met to discuss plans for a broad international agreement on the conditions of trade and a suggested charter of an International Trade Organization.

As originally planned, the representatives of our own and all interested foreign governments will meet again to negotiate specific reductions in tariffs, to eliminate certain discriminations in international trade, and to reach a more definite agreement on the Charter. Any reductions in the United States tariffs, however, resulting from these conferences had to be made under the provisions and authority of the Reciprocal Trade Agreements Act, as amended and extended in 1945. In view of the progress already made and in keeping with established trade agreements procedure, the United States Government on November 9, 1946, announced its intention to negotiate trade agreements with the following countries:

Australia	Lebanon (Syro-Lebanese Customs Union)
Belgium	Luxembourg
Brazil	Netherlands
Canada	New Zealand
Chile	Norway
China	Union of South Africa
Cuba	Union of Soviet Socialist Republics
Czechoslovakia	United Kingdom
France	
India	

In accordance with that well-developed procedure, a list of products on which possible tariff concessions will be considered by the United States was made public and a date was set for submission of written information and views to the Committees for Reciprocity Information.

During the year 1947 the planned and well-prepared world conference, under the auspices of the United Nations, to which most of the countries of the world are invited, will further deliberate and complete the charter of the International Trade Organization.

The removal of excessive restrictions and impediments from the normal channels of international trade is essential to the maximum success of the measures referred to. The issues involved in the planned Trade Organization are of such importance to the world at large that this phase of international foreign trade developments will become common knowledge of all peoples, for they will be main topics of the world's commercial and daily press.

Agreements, reciprocity. *See* Reciprocity; Agreements, reciprocal trade.

Agreements, tariff. *See* Tariff agreements.

Agreements, trade. *See* Agreements, reciprocal trade.

Agreements, tripartite. An agreement among three parties (or states or nations).

Agricultural attaché. *See* Attaché; Agriculture, Department of, United States.

Agricultural products. When imported into the United States, crude or manufactured, agricultural products except vegetables and fruits in their natural state, bananas, coca leaves, coffee, raw cotton, dairy products other than milk and cream, guayule (rubber), henequen, hides, opium, seeds imported subject to the provisions of the Federal Seed Act or for seeding (planting) purposes, sisal, skins of all kinds, tea, tobacco, and wool of all kinds including wool on the skin, when imported from countries contiguous to the continental United States and when unconditionally free of duty or subject to a specific rate of duty not depending on value, do not require a certified

invoice or bond for the production thereof if there is furnished a commercial invoice prepared in the manner customary for a commercial transaction involving articles of the particular character concerned and containing any special data required by section 8.13(i), Customs Regulations of 1943, or if there is produced a bond for the production of such a commercial invoice within 6 months from the date of entry and there is produced at the time of entry a less complete commercial invoice or a pro forma invoice of the value or the price paid. The importer must in each case furnish any bills or statements of cost which he may have in his possession.

Agricultural tariff. The agricultural tariff lays duties on agricultural products. (*See* Tariff Act of the United States.)

Agriculture, Department of, United States. This department, which acquires and diffuses useful information on agricultural subjects in the most general and comprehensive sense, performs many functions beneficial to foreign trade, such as facilitating at times the marketing abroad of cotton and other United States-grown export products. Among the many bureaus and divisions of the department, the Bureau of Agricultural Economics is of value to foreign traders owing to the fact that it is the central statistical and economic research agency of the department. The Office of Foreign Agricultural Relations, as its name indicates, has direct contact with both foreign agriculture and foreign trade, for it collects, analyzes, and disseminates information on foreign competition and demand for farm products and agricultural policy. Its primary purpose is to study the factors influencing the food supply and needs of foreign countries, competition, trade barriers, production and marketing, and other developments affecting American agriculture.

The Office obtains its information from the following principal sources: the United States Foreign Service, through the agricultural attachés in consular and diplomatic posts abroad which report regularly under schedules prepared by the Office; specialists on agriculture which the Office itself sends abroad from time to time; liaison and informational exchange with the ministries of agriculture and other agricultural agencies of the various governments of the world; international agricultural organizations; and foreign governmental and private crop and market reports, and other publications.

The Bureau of Animal Industry of the Department of Agriculture issues inspection certificates on animals exported from the United States and informs exporters regarding livestock sanitary requirements of the United States and receiving foreign governments so far as the requirements of the latter are known. This Bureau performs a number of other functions relating to foreign trade, including the importation of foreign seeds (*see* Seed Act) and the Federal meat inspection service and its functions, some of which are international in scope. (*See* B. A. I. certificate; Certificate (of) inspection. *See specimen, page 828.*)

Broadly speaking, the Office of Foreign Agricultural Relations is charged with the responsibility for investigating and reporting upon agricultural and related developments abroad, and co-ordinating the activities of the Department of Agriculture in the foreign field. Its authority and functions are outlined in Public Law 304, 71st Congress, June 5, 1930 (46 Stat. 497) and in the Secretary's Memorandum, No. 825, of June 30, 1939, issued in accordance with the provisions of that Act.

The history of the Office of Foreign

Agricultural Relations goes back to the establishment of the Department of Agriculture in 1862. Since that time there always has been a unit in the Department charged with the responsibility of securing, interpreting, and disseminating information on foreign production and consumption of farm products and on factors that affect foreign competition and demand for such products. The objective at all times has been to encourage and promote the agriculture of the United States and assist American farmers to adjust their operations and practices to meet world conditions.

The research, reportorial, and advisory functions of these units gradually were broadened over the years as new responsibilities and duties were added to the Department's work in the foreign field. These increased responsibilities were accompanied from time to time by such organizational changes as were necessary to make them effective. For example, in 1917 a Foreign Markets Investigations Division was set up in the Bureau of Markets to function in the foreign field. In 1922, that Division became the Foreign Section of the Division of Statistical and Historical Research in a newly consolidated Bureau of Markets and Crop Estimates which, in 1923, became part of the new Bureau of Agricultural Economics.

A more effective service was made possible by the passage on June 5, 1930 of Public Law 304, 71st Congress (46 Stat. 497) establishing a separate Foreign Agricultural Service Division in the Bureau of Agricultural Economics. On December 1, 1938, as a part of a general reorganization of the Department of Agriculture, this Division was transferred to the Office of the Secretary. Finally, as a result of the President's Reorganization Plan No. II, the Foreign Agricultural Service on July 1, 1939, became the Office of Foreign Agricultural Relations. (See Secretary's Memorandum No. 825, June 30, 1939.)

In the investigational and reportorial fields, the Office is charged with responsibility for the collection and dissemination of information on agricultural developments abroad. This includes the collection and dissemination of spot news on foreign agricultural production, consumption, and trade. It also includes carrying on and disseminating the results of specialized research covering trends and potentialities in the field of foreign competition and demand for farm products, foreign government policies affecting agricultural production and consumption, and general economic and financial conditions in foreign countries as they affect the demand for agricultural products.

In the administrative and advisory field the Office is authorized (1) to plan, direct, and co-ordinate participation by the Department of Agriculture in the general program of co-operation between the Government of the United States and Governments of the other American Republics, and (2) to represent the Department of Agriculture in the negotiation of reciprocal trade agreements. In addition, the Director of the Office, acting in a staff relationship to the Secretary of Agriculture and Food Administrator (if any), has the duty of co-ordinating the relations of the Department of Agriculture with the Department of State and other agencies of the Government in matters affecting foreign agricultural trade and allied problems and policies.

During the last war, the work of the Office was focused on projects related to the war effort. Among these were the preparation of reports for the Army and Navy and other war agencies on the food situation and problem in enemy and allied countries; prep-

aration of handbooks on the agriculture of enemy-occupied countries for the use of the Allied Military Governments; assistance in the formulation of plans for the relief and rehabilitation of agriculture in liberated areas; and the encouragement of production in tropical and semi-tropical regions of the Western Hemisphere of agricultural products which the United States formerly had to import from the Eastern Hemisphere.

The definite and continued interest of the Department in foreign trade led to its participation in all phases of the Reciprocal Trade Agreements Program from the time of the passage of the Trade Agreements Act in 1934. Under this program foreign countries were persuaded to relax the barriers which they had directed against imports of United States agricultural products and, at the same time, such modification of United States tariff rates was accomplished as would permit a desirable expansion of United States imports. The Department has been represented continuously on the Interdepartmental Trade Agreements Committee and on the Committee for Reciprocity Information. It has also been represented on the committees which worked out the data for the various reciprocal trade agreements. (*See* Agreements, reciprocal trade.)

Pursuant to Section 32 of the Act of August 24, 1935 (49 Stat. 774), as amended, and other legislation, the Department has developed export subsidy programs where required in order that surplus agricultural products might be disposed of without depressing domestic price levels unduly. Several such programs were already in operation during the five years preceding the last war.

Looking toward future periods, the Department is concerned with the expansion of trade in agricultural products in such a way as to bring about a maximum level of world economic food consumption among the various peoples of the world.

The Department is responsible for the collection, through the Foreign Service of the United States and other channels, and for the dissemination of information on agricultural developments abroad. This includes the collection and dissemination of spot news on foreign agricultural production, consumption, and trade, and reporting on agricultural policies and other policies of interest to United States agriculture. It also includes carrying on and disseminating the results of specialized research covering trends and potentialities in the field of foreign competition and demand for farm products, foreign government policies affecting agricultural production and consumption, and general economic and financial conditions in foreign countries as they affect the demand for agricultural products.

The Department participates in the general program of co-operation between the Government of the United States and governments of the other American republics, and in this connection promotes the development of complementary agricultural products in those republics with a view to expanding trade within the Western Hemisphere.

The Department recruits and recommends to the Department of State qualified agricultural technicians for employment in responsible positions abroad in the United States Foreign Service.

The Department maintains in the Office of Foreign Agricultural Relations an experienced specialized staff, able to cope with the constantly shifting world agricultural scene. This staff regularly assembles and records information collected under its guidance throughout the world, supplementing it with data obtainable from other sources. It currently analyzes and interprets the information con-

tion from the standpoint of its importance to United States agriculture and noncompetitive production from the standpoint of United States requirements. Specialists are assigned to make specific studies by travel, observation, and contacts in particular foreign countries and to prepare special reports for policy guidance.

Commodity Credit Corporation is part of the Agriculture Department's Production and Marketing Division. (*See* Grain export.)

The Department's Office of Foreign Agricultural Relations, Division of Foreign Information and Statistics, publishes *Foreign Agriculture* (a review of foreign market policy, production, and trade), *Foreign Crops and Markets*, and *Agriculture in the Americas*. It has other publications also and, in its *Published Information on Foreign Agriculture*, lists its types of publications and published information materials.

Air bill of lading. *See* Air waybill; Air transportation and charges; Air Transportation Convention.

Air cargo. *See* Air transportation and charges; Insurance, air.

Air cargo insurance. *See* Insurance, air.

Air carrier. *See* Aircraft.

Air, civil regulations. *See* Civil Aeronautics Administration.

Air consignment note. *See* Consignment note.

Air damage. *See* Damage, air shipments.

Air express. This is a special service for packages and merchandise, handled in the air as express is handled on the ground. If the airline acts directly for shippers, it is often faster than even airmail, for the air express packages are delivered direct from plane to consignee. Air express is flown on all schedules of the principal airlines of the United States and on international services. Regarding rates, which always fluctuate and which vary according to distance and circumstances, the express companies or airline freight departments will give data based on what is called "elapsed time," which is the term used for the fastest scheduled flying time from the airport of one city to the airport of destination, here or abroad. When goods have to be first carried to an airport by rail, this service is called *rail-air;* when a plane lands outside of an airport, or the airport of its landing is not the final destination of the goods, or, again, if the planes are grounded or have to land earlier than anticipated owing to weather conditions, and the delivery is completed by rail, the service is known as *air-rail.* (*See* Combined transportation.) While some United States airlines carry their own air express, others are under contract with the Railway Express Agency, which has its air express division. In the latter case, the air-waybill for express shipments is prepared by the Railway Express Agency, which also does all the billing, so that the airlines act as bulk carriers. There is no contract between the airline and the shipper if the Express Agency handles the cargo, nor is there any contract between airline and shipper if Railway Express charters air carriers for full cargo loads. (*See* Railway Express Agency.)

Air express shipments sent abroad must be covered by a shipper's export declaration (*see* Export shipper's declaration). The tendency has been to reduce complicated documentary requirements on air express shipments to foreign countries. Most countries which require consular invoices on cargo imported by vessel exempt air express from this requirement. There are also relatively few foreign countries requiring certificates of origin on imports by air express. However, no distinction in favor of air express is made in the United States' Customs regulations; for these imports, the same as for imports by other means, consular invoices, authenticated by an

American Consul at the port of shipment, are necessary. For shipments that will eventually be the subject of drawback claims, notice of intent to export must be properly prepared by shipper and sent to the collector of Customs at the port or place of export. (*See* Drawback; Invoice, consular; Certificate of origin; *all* Air transportation *headings.*) (*See specimens, pages 685–688.*)

International air express shipments were originally carried by the leading American companies, as, for example, such well-known lines as: American Airlines; American Export Airlines; Braniff Airways; and Pan American World Airways. All lines publish their tariffs (giving rates, charges, and all other information necessary to the shipper) from time to time and whenever changes occur, fully covering new rates, new routes, new instructions regarding consular invoice, certificate of origin, or other requirements by the countries to which air express shipments are made outside of the United States (*see the specimens* "Advice to Shippers Concerning Consular and Other Documents," *page 684, and* "Guide to Documentary Requirements of International Shippers," *page 689*). As the need for various documents by foreign countries changes constantly, shipping information must be ascertained from the offices of the airline by which shipments are made or from the consulates of the countries to which shipments are consigned. (*For shipments to the United States, see* Import; Entry (of) goods; *and similar headings.*)

The airwaybill (*see* Air waybill) of the Pan American Airways System (*see their* "Advice to Shippers," *on page 684*) is a combined form of forwarding agreement and carrying agreement, the latter containing the terms and conditions covering the carriage of shipments in the Pan American International Air Express Service between the United States and foreign countries, and between foreign countries. The forwarding agreement covers an undertaking with respect to the forwarding of shipments received at off-line points for carriage by other transportation agencies to the international airport and, also, after the shipment arrives at the last point on Pan American lines to which it may be carried, the forwarding of it for carriage by other transportation agencies to the final destination of the shipment in cases where such final destination is not on Pan American lines. A copy of the airwaybill containing the forwarding agreement signed by the Railway Express Agency as Pan American's agent is given to the shipper. The carrying agreement is not signed until the shipment is received at the international airport.

Other offices of the Railway Express Agency will also receive shipments destined for carriage where arrangements do not exist for the issuance of the airwaybill, and in these instances the shipper delivers to the Railway Express Agency at the point of origin a "Shipper's Letter of Instructions" (*see specimen, pages 830 and 831*), which accompanies the shipment to the international airport. Upon the arrival of the shipment at the international airport, the airwaybill is prepared from the information contained in this "Letter of Instructions," and is also signed on behalf of the shipper pursuant to authority granted by him in the Letter. A copy of the airwaybill is then mailed to the shipper.

The airwaybill provides a means for the shipper to procure, if he should so desire, insurance with an insurance company covering his shipment against certain risks not only while in the custody of other transportation agencies which may transport it before it is received by the airline, but



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also between the last terminal point on the line and the final destination of the shipment. The airwaybill (if properly certified) also serves as a substitute for a consular invoice in some foreign countries. (*See* Insurance, air.)

Air freight. This means a deferred service, suitable for volume traffic, in the transportation of goods by air, as distinguished from air express, which is a rapid service intended primarily for small-package traffic.

"Air freight" also is used in reference to the money paid for transporting goods on an air freight service. In this sense "air freight" is in conformity with the traditional meaning of *freight* in ocean shipping and marine insurance, referring to a financial transaction rather than to the goods themselves.

Although there are a great number of international air freight services, including nonscheduled operators, American Airlines, Inc., is a pioneer in the operation of international air freight services in conjunction with established air express services. A number of the documents reproduced at the back of the book give information on the Mexican services of the airlines (*pages 685, 688, and 693*).

As would be expected, air freight rates are lower comparatively than air express charges. American Airlines, Inc., have worked out a number of distinctions between the two services, one of which is that air freight rates include pick-up and delivery rendered only during business hours, whereas air express rates include pick-up and delivery operated on a round-the-clock basis.

Whether such distinctions will be characteristic of international air freight services in the future remains to be seen, but it seems likely that the basic difference between the two services—air freight for volume traffic and air express for small-package traffic—will be maintained, at least in international air services operated by United States carriers. (*See* Air express; *all* Air transportation *headings;* Air waybill.) (*See specimens on pages 685–694.*) A United States magazine covering air freight and air cargo is *Air Transportation*, New York 4, N. Y.

Air insurance. *See* Insurance, air.

Air, international transport. The international carrying of both cargo and passengers.

Air liability. *See* Damage, air shipments; Insurance, air.

Air, loss (by). *See* Air Transportation Convention of Warsaw (Chapter III).

Air-rail. *See* Air express.

Air regulations, civil. *See* Civil Aeronautics Administration.

Air service. The service rendered by aircraft to passengers and shippers.

Air shipping documents. *See specimens, pages 684–698.*

Air transportation and charges. (*See* Air express; Air Transportation Convention; Air freight; Preferential transportation rates.) The various transportation charges, by the different lines and routes, and so forth, can be ascertained at all times by contacting the airlines or the express agencies that handle shipments, or by consulting the tariffs published continuously by air carriers and their agencies. As these vary greatly and change frequently, so that they cannot be included in this book for practical reasons, the general rules as contained in an excerpt from a Pan American International Air Express Service Memorandum Tariff are given here (*see also specimen American Airlines Air Waybill, pages 695–698, Pan American "Advice to Shippers," page 684, and Braniff Airways International Air Express Memorandum Tariff, page 685):*

Transportation Charges: The transportation charges consist of a **weight**

rate per pound or fraction thereof, or a **measurement** rate per unit of two hundred cubic inches or fraction thereof at Carriers' option, plus a **valuation** charge per $100 of the value of the shipment as declared by the shipper for the purpose of carriage, known as the "Shipper's Declared Valuation for Carriage" (fractions in the case of valuations to be assessed proportionately). Shippers will be required to declare a valuation for carriage in all cases, such valuation to be stated in the Airwaybill.

All shipments of valuable cargo as defined below, must be declared for Carriage in Airwaybills at the actual value of the cargo and in any case such value for Carriage must not be less than the value declared for Customs as entered in Airwaybills. The valuation charge is a transportation charge and not a charge for insurance, and the payment of such charge does not give the shipper any additional protection in respect to loss of or damage to the goods or modify in any way the terms of the Airwaybill.

In contrast to "General Merchandise," a shipment containing one or more of the following items (in addition to any other shipment having a declared value per gross pound of $50 or more) is considered "Valuable Cargo" for purposes of assessment of valuation charges:

Bullion (Gold and silver) coin, dust, cyanides, precipitates or any form of uncoined gold and silver.
Dore bullion.
Platinum and other precious metals in any form.
Precious stones including commercial carbons or industrial diamonds.
Gold, platinum and silver jewelry and watches. Watch parts.
Jewelry of any kind containing precious stones.
Currency (paper or coin) of any nationality.
Securities, stocks, bonds, certificates, coupons, deeds, mortgages, uncancelled postage or revenue stamps, war saving or thrift stamps, any form of negotiable paper.

In addition to the items enumerated above, a shipment shall be considered to be of "valuable cargo" when its actual value is fifty dollars ($50.00) per gross pound (avoirdupois) or in excess thereof, or per pound measurement (200 cu. in. being equivalent to one pound weight) at carrier's option. Fractions of a pound by weight or measurement shall be taken proportionately in relation to the value.

Minimum Poundage Charge—
Weight or Measurement, when Poundage Rate is less than $1.00 per pound..... $1.00
Minimum Valuation Charge..$0.10

(*See* Air freight.)

Charges for air transportation of goods, and so forth, can be collected at destination in some countries; on C. O. D. shipments a return or service charge of 1 per cent on the C. O. D. amount is made, but there is no additional charge for shipments going forward with "charges collect."

Private Express Statutes: Letters other than those pertaining to the business of the Carriers must not be carried as express.

A letter is a message from the sender to the consignee for the purpose of informing the consignee concerning any particular transaction. If matter conveys live, individual, current information from the sender to the consignee upon which the consignee may act, rely or refrain from acting, such matter is considered a letter and must not be transported as express.

When for the purpose of conveying live, individual, current information upon which the consignee may act, rely or refrain from acting, the following list of named items—which is not complete but will serve as a guide—are considered letters and must not be transported as express:

Daily reports of business transacted.
Commercial ratings and credit reports.
Accounts collectible.
Inventory balances.
Orders to be filled.
Applications for automobile or drivers' licenses.
Sales reports.

Production reports of manufacturing plants.
Cost sheets.
Bid proposals.
Tax reports and assessments.

Such matter when sent to the consignee for auditing, filing, storage or destruction is not considered as conveying live or current information and may be transported as express.

Bills of lading, manifests, stowage plans, insurance certificates, packing lists, etc., pertaining to shipments by another vehicle than that by which such shipments are transported, cannot be accepted and carried as Air Express **unless the originals of same** have been forwarded **to the same consignee by Air mail.** Such documents pertaining to shipments forwarded by Air Express —and generally known as consignee's mail —may be included with the shipment (so that shipment and documents applying strictly thereto accompany each other by same airplane), without the payment of postage.

Packages containing manuscript or news matter for publication are not considered as conveying live, individual current information and may therefore be transported as express when not accompanied by any matter in the nature of personal correspondence.

Where DUPLICATE COPIES OF letters are sent by AIR EXPRESS, and airmail service is available, the originals of such letters to the same consignee must be forwarded by airmail. (Ruling of the Solicitor for the U. S. Post Office Department dated August 19th, 1937 and amplified by ruling dated March 19th, 1940.)

Employees must not accept shipments containing matter which may not be lawfully carried as express, and appropriate inquiry should be made concerning shipments which might contain letters or other matter which should move through the United States Post Office.

The following is a partial list of articles which will not be transported by the carriers:

Acetone
Acetylene (Liquid)
Acids (except Citric and Tartaric and any acids which are not hazardous in any manner) including
  Acetic, Glacial
  Formic
  Hydrochloric (Muriatic)
  Hydrocyanic (Prussic)
  Hydrofluoric
  Nitric
  Picric
  Sulfuric
Ammonia
Ammonium Bichromate
Amyl Alcohol (Fusel Oil)
⊕Ammunition
Arms (Firearms) of any kind
Batteries (Electrical Wet-cell)
Benzine (Benzoline)
Benzol
Bromine
Bulbs, Photo Flash (Magnesium and Non-Magnesium)
Calcium Carbide
Camphene
Carbon Bisulfide
⊕Cartridges
Celluloid in any form (Pyralin, Viscaloid and Xylonite and other similar substances in any form)
Chlorates, Chlorites, ALL
Chlorine
Chromium Trioxide
Collodion
Cordite
Corpses (except human ashes)
Ethanol (Ethyl Alcohol)
Ether
Explosives of all kinds (including Percussion Caps)
Firearms of any kind
Fireworks
Fulminating Powder
Gasoline
Gun Powder
Hydrogen Peroxide (Eau Oxygenée)
Kerosene
Matches of all kinds
Methanol (Methyl Alcohol)
Methyl Methacralate (Liquid)
Naphtha
Nitrates, ALL
Nitro-Glycerine
Paints with a flash point under 110° F.
Paraffin
Phosphorus
Photo Flash Bulbs (*see* Bulbs)
Potassium Hydroxide (Caustic Potash)
Potassium, Metallic

⊕ Under certain conditions, may be accepted by carriers when destined for armed forces.

Potassium Permanganate
Pyridine
Perchlorates, ALL
Peroxides, ALL
Radium and Radio-Active Materials
Rockets
Safety Dynamite Fuses (with or without Detonators)
Saltpeter
Saltpeter Chile (Sodium Nitrate)
Sodium, Metallic
Sodium Hydroxide
Varnish and Paint Removers

Any form of combustible material flashing under 110° F.

Chemicals which are inflammable, or which may become inflammable by coming in contact with other substances, or subject to spontaneous combustion in high temperatures.

Chemicals liable to emit dangerous or unpleasant odors.

Gases—As several poisonous and obnoxious gases are manufactured under different trade names, no gas of any kind, irrespective of packing in steel cylinders or otherwise, will be accepted for shipment without prior investigation regarding danger to human life or to the aircraft or its equipment.

Motion Picture Film—Newsreel Film and Still Film—(Nitrate Base, Inflammable)— Exposed or Unexposed

Unless in accordance with the following:—

Shipments containing the above must be packed, not to exceed 2000 feet, in metal cans when available; or each reel must be wrapped in moisture proof paper and packed in full telescope fibreboard boxes testing not less than 175 lbs. (Mullen test). Seams of boxes to be completely sealed with adhesive tape, cloth or paper, testing not less than 60 lbs. (Mullen test).

One or more such metal cans or fibreboard boxes must be packed in tin lined wooden boxes, when available, or in one piece fibreboard or corrugated box testing not less than 275 lbs. (Mullen test). The gross weight of each outside box and contents not to exceed 75 lbs. Flaps of outside container must be glued to each other over their entire area of contact.

NOTE: Amateur Motion Picture Film; "Kodachrome", colored Film, X-Ray Film—Non-inflammable and no special packing required.

Poisons in containers which may become affected by altitude, permitting leakage.

Live stock, excepting baby chicks and ducklings (not over twenty-four hours old at time of arrival at Pan American Airways International Airports), bees and insects, frogs, baby alligators, tropical fish, and sea food (shellfish) such as clams, oysters and lobsters.

Perishables, if it is considered that they will cause damage to articles with which they may come in contact.

(*See specimen, pages 686–688; see* Insurance, air.)

Air transportation, combined. *See* Combined transportation.

Air Transportation Convention (of Warsaw). The original convention on air transportation was concluded at Warsaw in 1929 and proclaimed by the President of the United States in 1934. While the original official text was in French, this Convention for the Unification of Certain Rules Relating to International Transportation by Air and an additional protocol read as follows (translated into English):

[The signers] having recognized the advantage of regulating in a uniform manner the conditions of international transportation by air in respect of the documents used for such transportation and of the liability of the carrier,

Have nominated to this end their respective Plenipotentiaries, who, being thereto duly authorized, have concluded and signed the following convention:

CHAPTER I. SCOPE—DEFINITIONS

Article 1

(1) This convention shall apply to all international transportation of persons, baggage, or goods performed by aircraft for hire. It shall apply equally to gratuitous transportation by aircraft performed by an air transportation enterprise.

(2) For the purposes of this convention the expression "international transportation" shall mean any transportation in which, according to the contract made by the parties, the place of departure and the place of destination, whether or not there be a break in the transportation or a transshipment, are situated either within the territories of two High Contracting Parties, or within the territory of a single High Contracting Party, if there is an agreed stopping place within a territory subject to the sovereignty, suzerainty, mandate or authority of another power, even though that power is not a party to this convention. Transportation without such an agreed stopping place between territories subject to the sovereignty, suzerainty, mandate, or authority of the same High Contracting Party shall not be deemed to be international for the purposes of this convention.

(3) Transportation to be performed by several successive air carriers shall be deemed, for the purposes of this convention, to be one undivided transportation, if it has been regarded by the parties as a single operation, whether it has been agreed upon under the form of a single contract or of a series of contracts, and it shall not lose its international character merely because one contract or a series of contracts is to be performed entirely within a territory subject to the sovereignty, suzerainty, mandate, or authority of the same High Contracting Party.

Article 2

(1) This convention shall apply to transportation performed by the state or by legal entities constituted under public law provided it falls within the conditions laid down in article 1.

(2) This convention shall not apply to transportation performed under the terms of any international postal convention.

CHAPTER II. TRANSPORTATION DOCUMENTS

SECTION I.—PASSENGER TICKET

Article 3

(1) For the transportation of passengers the carrier must deliver a passenger ticket which shall contain the following particulars:

(*a*) The place and date of issue;

(*b*) The place of departure and of destination;

(*c*) The agreed stopping places, provided that the carrier may reserve the right to alter the stopping places in case of necessity, and that if he exercises that right, the alteration shall not have the effect of depriving the transportation of its international character;

(*d*) The name and address of the carrier or carriers;

(*e*) A statement that the transportation is subject to the rules relating to liability established by this convention.

(2) The absence, irregularity, or loss of the passenger ticket shall not affect the existence or the validity of the contract of transportation, which shall none the less be subject to the rules of this convention. Nevertheless, if the carrier accepts a passenger without a passenger ticket having been delivered he shall not be entitled to avail himself of those provisions of this convention which exclude or limit his liability.

SECTION II.—BAGGAGE CHECK

Article 4

(1) For the transportation of baggage, other than small personal objects of which the passenger takes charge himself, the carrier must deliver a baggage check.

(2) The baggage check shall be made out in duplicate, one part for the passenger and the other part for the carrier.

(3) The baggage check shall contain the following particulars:

(*a*) The place and date of issue;

(*b*) The place of departure and of destination;

(*c*) The name and address of the carrier or carriers;

(*d*) The number of the passenger ticket;

(*e*) A statement that delivery of the baggage will be made to the bearer of the baggage check;

(*f*) The number and weight of the packages;

(*g*) The amount of the value declared in accordance with article 22 (2);

(*h*) A statement that the transportation is subject to the rules relating to liability established by this convention.

(4) The absence, irregularity, or loss of the baggage check shall not affect the existence or the validity of the contract of transportation which shall none the less be subject to the rules of this convention. Nevertheless, if the carrier accepts baggage without a baggage check having been delivered, or if the baggage check does not contain the particulars set out at (*d*), (*f*), and (*h*) above, the carrier shall not be entitled to avail himself of those provisions of the convention which exclude or limit his liability.

SECTION III.—AIR WAYBILL

Article 5

(1) Every carrier of goods has the right to require the consignor to make out and hand over to him a document called an "air waybill"; every consignor has the right to require the carrier to accept this document.

(2) The absence, irregularity, or loss of this document shall not affect the existence or the validity of the contract of transportation which shall, subject to the provisions of article 9, be none the less governed by the rules of this convention.

Article 6

(1) The air waybill shall be made out by the consignor in three original parts and be handed over with the goods.

(2) The first part shall be marked "for the carrier", and shall be signed by the consignor. The second part shall be marked "for the consignee"; it shall be signed by the consignor and by the carrier and shall accompany the goods. The third part shall be signed by the carrier and handed by him to the consignor after the goods have been accepted.

(3) The carrier shall sign on acceptance of the goods.

(4) The signature of the carrier may be stamped; that of the consignor may be printed or stamped.

(5) If, at the request of the consignor, the carrier makes out the air waybill, he shall be deemed, subject to proof to the contrary, to have done so on behalf of the consignor.

Article 7

The carrier of goods has the right to require the consignor to make out separate waybills when there is more than one package.

Article 8

The air waybill shall contain the following particulars:

(*a*) The place and date of its execution;

(*b*) The place of departure and of destination;

(*c*) The agreed stopping places, provided that the carrier may reserve the right to alter the stopping places in case of necessity, and that if he exercises that right the alteration shall not have the effect of depriving the transportation of its international character;

(*d*) The name and address of the consignor;

(*e*) The name and address of the first carrier;

(*f*) The name and address of the consignee, if the case so requires;

(*g*) The nature of the goods;

(*h*) The number of packages, the method of packing, and the particular marks or numbers upon them;

(*i*) The weight, the quantity, the volume, or dimensions of the goods;

(*j*) The apparent condition of the goods and of the packing;

(*k*) The freight, if it has been agreed

upon, the date and place of payment, and the person who is to pay it;

(*l*) If the goods are sent for payment on delivery, the price of the goods, and, if the case so requires, the amount of the expenses incurred;

(*m*) The amount of the value declared in accordance with article 22 (2);

(*n*) The number of parts of the air waybill;

(*o*) The documents handed to the carrier to accompany the air waybill;

(*p*) The time fixed for the completion of the transportation and a brief note of the route to be followed, if these matters have been agreed upon;

(*q*) A statement that the transportation is subject to the rules relating to liability established by this convention.

Article 9

If the carrier accepts goods without an air waybill having been made out, or if the air waybill does not contain all the particulars set out in article 8 (*a*) to (*i*), inclusive, and (*q*), the carrier shall not be entitled to avail himself of the provisions of this convention which exclude or limit his liability.

Article 10

(1) The consignor shall be responsible for the correctness of the particulars and statements relating to the goods which he inserts in the air waybill.

(2) The consignor shall be liable for all damages suffered by the carrier or any other person by reason of the irregularity, incorrectness or incompleteness of the said particulars and statements.

Article 11

(1) The air waybill shall be *prima facie* evidence of the conclusion of the contract, of the receipt of the goods and of the conditions of transportation.

(2) The statements in the air waybill relating to the weight, dimensions, and packing of the goods, as well as those relating to the number of packages, shall be *prima facie* evidence of the facts stated; those relating to the quantity, volume, and condition of the goods shall not constitute evidence against the carrier except so far as they both have been, and are stated in the air waybill to have been, checked by him in the presence of the consignor, or relate to the apparent condition of the goods.

Article 12

(1) Subject to his liability to carry out all his obligations under the contract of transportation, the consignor shall have the right to dispose of the goods by withdrawing them at the airport of departure or destination, or by stopping them in the course of the journey on any landing, or by calling for them to be delivered at the place of destination, or in the course of the journey to a person other than the consignee named in the air waybill, or by requiring them to be returned to the airport of departure. He must not exercise this right of disposition in such a way as to prejudice the carrier or other consignors, and he must repay any expenses occasioned by the exercise of this right.

(2) If it is impossible to carry out the orders of the consignor, the carrier must so inform him forthwith.

(3) If the carrier obeys the orders of the consignor for the disposition of the goods without requiring the production of the part of the air waybill delivered to the latter, he will be liable, without prejudice to his right of recovery from the consignor, for any damage which may be caused thereby to any person who is lawfully in possession of that part of the air waybill.

(4) The right conferred on the consignor shall cease at the moment when that of the consignee begins in accordance with article 13, below. Nevertheless, if the consignee declines to accept the waybill or the goods, or if he cannot be communicated with, the consignor shall resume his right of disposition.

Article 13

(1) Except in the circumstances set out in the preceding article, the consignee shall be entitled, on arrival of the goods at the place of destination, to re-

quire the carrier to hand over to him the air waybill and to deliver the goods to him, on payment of the charges due and on complying with the conditions of transportation set out in the air waybill.

(2) Unless it is otherwise agreed, it shall be the duty of the carrier to give notice to the consignee as soon as the goods arrive.

(3) If the carrier admits the loss of the goods, or if the goods have not arrived at the expiration of seven days after the date on which they ought to have arrived, the consignee shall be entitled to put into force against the carrier the rights which flow from the contract of transportation.

Article 14

The consignor and the consignee can respectively enforce all the rights given them by articles 12 and 13, each in his own name, whether he is acting in his own interest or in the interest of another, provided that he carries out the obligations imposed by the contract.

Article 15

(1) Articles 12, 13, and 14 shall not affect either the relations of the consignor and the consignee with each other or the relations of third parties whose rights are derived either from the consignor or from the consignee.

(2) The provisions of articles 12, 13, and 14 can only be varied by express provision in the air waybill.

Article 16

(1) The consignor must furnish such information and attach to the air waybill such documents as are necessary to meet the formalities of customs, octroi, or police before the goods can be delivered to the consignee. The consignor shall be liable to the carrier for any damage occasioned by the absence, insufficiency, or irregularity of any such information or documents, unless the damage is due to the fault of the carrier or his agents.

(2) The carrier is under no obligation to enquire into the correctness or sufficiency of such information or documents.

Chapter III. Liability of the Carrier

Article 17

The carrier shall be liable for damage sustained in the event of the death or wounding of a passenger or any other bodily injury suffered by a passenger, if the accident which caused the damage so sustained took place on board the aircraft or in the course of any of the operations of embarking or disembarking.

Article 18

(1) The carrier shall be liable for damage sustained in the event of the destruction or loss of, or of damage to, any checked baggage or any goods, if the occurrence which caused the damage so sustained took place during the transportation by air.

(2) The transportation by air within the meaning of the preceding paragraph shall comprise the period during which the baggage or goods are in charge of the carrier, whether in an airport or on board an aircraft, or, in the case of a landing outside an airport, in any place whatsoever

(3) The period of the transportation by air shall not extend to any transportation by land, by sea, or by river performed outside an airport. If, however, such transportation takes place in the performance of a contract for transportation by air, for the purpose of loading, delivery or transshipment, any damage is presumed, subject to proof to the contrary, to have been the result of an event which took place during the transportation by air.

Article 19

The carrier shall be liable for damage occasioned by delay in the transportation by air of passengers, baggage, or goods.

Article 20

(1) The carrier shall not be liable if he proves that he and his agents have

taken all necessary measures to avoid the damage or that it was impossible for him or them to take such measures.

(2) In the transportation of goods and baggage the carrier shall not be liable if he proves that the damage was occasioned by an error in piloting, in the handling of the aircraft, or in navigation and that, in all other respects, he and his agents have taken all necessary measures to avoid the damage.

Article 21

If the carrier proves that the damage was caused by or contributed to by the negligence of the injured person the court may, in accordance with the provisions of its own law, exonerate the carrier wholly or partly from his liability.

Article 22

(1) In the transportation of passengers the liability of the carrier for each passenger shall be limited to the sum of 125,000 francs. Where, in accordance with the law of the court to which the case is submitted, damages may be awarded in the form of periodical payments, the equivalent capital value of the said payments shall not exceed 125,000 francs. Nevertheless, by special contract, the carrier and the passenger may agree to a higher limit of liability.

(2) In the transportation of checked baggage and of goods, the liability of the carrier shall be limited to a sum of 250 francs per kilogram, unless the consignor has made, at the time when the package was handed over to the carrier, a special declaration of the value at delivery and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless he proves that that sum is greater than the actual value to the consignor at delivery.

(3) As regards objects of which the passenger takes charge himself the liability of the carrier shall be limited to 5,000 francs per passenger.

(4) The sums mentioned above shall be deemed to refer to the French franc consisting of 65½ milligrams of gold at the standard of fineness of nine hundred thousandths. These sums may be converted into any national currency in round figures.

Article 23

Any provision tending to relieve the carrier of liability or to fix a lower limit than that which is laid down in this convention shall be null and void, but the nullity of any such provision shall not involve the nullity of the whole contract, which shall remain subject to the provisions of this convention.

Article 24

(1) In the cases covered by articles 18 and 19 any action for damages, however founded, can only be brought subject to the conditions and limits set out in this convention.

(2) In the cases covered by article 17 the provisions of the preceding paragraph shall also apply, without prejudice to the questions as to who are the persons who have the right to bring suit and what are their respective rights.

Article 25

(1) The carrier shall not be entitled to avail himself of the provisions of this convention which exclude or limit his liability, if the damage is caused by his wilful misconduct or by such default on his part as, in accordance with the law of the court to which the case is submitted, is considered to be equivalent to wilful misconduct.

(2) Similarly the carrier shall not be entitled to avail himself of the said provisions, if the damage is caused under the same circumstances by any agent of the carrier acting within the scope of his employment.

Article 26

(1) Receipt by the person entitled to the delivery of baggage or goods without complaint shall be *prima facie* evidence that the same have been delivered in good condition and in accordance with the document of transportation.

(2) In case of damage, the person entitled to delivery must complain to the carrier forthwith after the discovery of the damage, and, at the latest, within 3 days from the date of receipt in the case of baggage and 7 days from the date of receipt in the case of goods. In case of delay the complaint must be made at the latest within 14 days from the date on which the baggage or goods have been placed at his disposal.

(3) Every complaint must be made in writing upon the document of transportation or by separate notice in writing dispatched within the times aforesaid.

(4) Failing complaint within the times aforesaid, no action shall lie against the carrier, save in the case of fraud on his part.

Article 27

In the case of the death of the person liable, an action for damages lies in accordance with the terms of this convention against those legally representing his estate.

Article 28

(1) An action for damages must be brought, at the option of the plaintiff, in the territory of one of the High Contracting Parties, either before the court of the domicile of the carrier or of his principal place of business, or where he has a place of business through which the contract has been made, or before the court at the place of destination.

(2) Questions of procedure shall be governed by the law of the court to which the case is submitted.

Article 29

(1) The right to damages shall be extinguished if an action is not brought within 2 years, reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the transportation stopped.

(2) The method of calculating the period of limitation shall be determined by the law of the court to which the case is submitted.

Article 30

(1) In the case of transportation to be performed by various successive carriers and falling within the definition set out in the third paragraph of article 1, each carrier who accepts passengers, baggage or goods shall be subject to the rules set out in this convention, and shall be deemed to be one of the contracting parties to the contract of transportation insofar as the contract deals with that part of the transportation which is performed under his supervision.

(2) In the case of transportation of this nature, the passenger or his representative can take action only against the carrier who performed the transportation during which the accident or the delay occurred, save in the case where, by express agreement, the first carrier has assumed liability for the whole journey.

(3) As regards baggage or goods, the passenger or consignor shall have a right of action against the first carrier, and the passenger or consignee who is entitled to delivery shall have a right of action against the last carrier, and further, each may take action against the carrier who performed the transportation during which the destruction, loss, damage, or delay took place. These carriers shall be jointly and severally liable to the passenger or to the consignor or consignee.

Chapter IV. Provisions Relating to Combined Transportation

Article 31

(1) In the case of combined transportation performed partly by air and partly by any other mode of transportation, the provisions of this convention shall apply only to the transportation by air, provided that the transportation by air falls within the terms of article 1.

(2) Nothing in this convention shall prevent the parties in the case of combined transportation from inserting in the document of air transportation conditions relating to other modes of trans-

portation, provided that the provisions of this convention are observed as regards the transportation by air.

Chapter V. General and Final Provisions

Article 32

Any clause contained in the contract and all special agreements entered into before the damage occurred by which the parties purport to infringe the rules laid down by this convention, whether by deciding the law to be applied, or by altering the rules as to jurisdiction, shall be null and void. Nevertheless for the transportation of goods arbitration clauses shall be allowed, subject to this convention, if the arbitration is to take place within one of the jurisdictions referred to in the first paragraph of article 28.

Article 33

Nothing contained in this convention shall prevent the carrier either from refusing to enter into any contract of transportation or from making regulations which do not conflict with the provisions of this convention.

Article 34

This convention shall not apply to international transportation by air performed by way of experimental trial by air navigation enterprises with the view to the establishment of regular lines of air navigation, nor shall it apply to transportation performed in extraordinary circumstances outside the normal scope of an air carrier's business.

Article 35

The expression "days" when used in this convention means current days, not working days.

Article 36

This convention is drawn up in French in a single copy which shall remain deposited in the archives of the Ministry for Foreign Affairs of Poland and of which one duly certified copy shall be sent by the Polish Government to the Government of each of the High Contracting Parties.

Article 37

(1) This convention shall be ratified. The instruments of ratification shall be deposited in the archives of the Ministry for Foreign Affairs of Poland, which shall give notice of the deposit to the Government of each of the High Contracting Parties.

(2) As soon as this convention shall have been ratified by five of the High Contracting Parties it shall come into force as between them on the ninetieth day after the deposit of the fifth ratification. Thereafter it shall come into force between the High Contracting Parties which shall have ratified and the High Contracting Party which deposits its instrument of ratification on the ninetieth day after the deposit.

(3) It shall be the duty of the Government of the Republic of Poland to notify the Government of each of the High Contracting Parties of the date on which this convention comes into force as well as the date of the deposit of each ratification.

Article 38

(1) This convention shall, after it has come into force, remain open for adherence by any state.

(2) The adherence shall be effected by a notification addressed to the Government of the Republic of Poland, which shall inform the Government of each of the High Contracting Parties thereof.

(3) The adherence shall take effect as from the ninetieth day after the notification made to the Government of the Republic of Poland.

Article 39

(1) Any one of the High Contracting Parties may denounce this convention by a notification addressed to the Government of the Republic of Poland, which shall at once inform the Government of each of the High Contracting Parties.

(2) Denunciation shall take effect six months after the notification of de-

nunciation, and shall operate only as regards the party which shall have proceeded to denunciation.

Article 40

(1) Any High Contracting Party may, at the time of signature or of deposit of ratification or of adherence, declare that the acceptance which it gives to this convention does not apply to all or any of its colonies, protectorates, territories under mandate, or any other territory subject to its sovereignty or its authority, or any other territory under its suzerainty.

(2) Accordingly any High Contracting Party may subsequently adhere separately in the name of all or any of its colonies, protectorates, territories under mandate, or any other territory subject to its sovereignty or to its authority or any other territory under its suzerainty which have been thus excluded by its original declaration.

(3) Any High Contracting Party may denounce this convention, in accordance with its provisions, separately or for all or any of its colonies, protectorates, territories under mandate, or any other territory subject to its sovereignty or to its authority, or any other territory under its suzerainty.

Article 41

Any High Contracting Party shall be entitled not earlier than two years after the coming into force of this convention to call for the assembling of a new international conference in order to consider any improvements which may be made in this convention. To this end it will communicate with the Government of the French Republic which will take the necessary measures to make preparations for such conference.

This convention, done at Warsaw on October 12, 1929, shall remain open for signature until January 31, 1930.

Air transportation damage. *See* Damage, air shipments.

Air transportation Documents. *See* Air waybill.

Air transportation, insurance. *See* Insurance, air; Damage, air shipments.

Air Transportation magazine. A United States publication covering the field of air freight and air cargo.

Air waybill or **Airwaybill.** The *air waybill* is the forwarding and/or carrying agreement between shipper and air carrier. In cases where the goods are received by the Railway Express Agency or any other express agency elsewhere, here or abroad, the air waybill is issued by the Express Agency, which also bills the freight, charges, and so forth, so that the airline has no contract with the shipper. In that case, the air waybill issued to the shipper is a combined form of forwarding and carrying agreement. When the airline contracts direct with the shipper as to the transportation and delivery of the goods shipped by it, the air waybill, just like the steamship bill of lading, is the contract between shipper and carrier, setting forth the conditions under which the goods are being carried, charges, and so forth. The air waybill, in that case, is made out in seven copies: for the first carrier, for the consignee, for the consignor, for airport of arrival (Customs), for airport of departure (Customs), for accounting, and for files.

The Air Transportation Convention of Warsaw in Section III of its official text sets forth in detail all regulations and instructions for the issuing, handling, and meaning of the air waybill in foreign trade. Article 8 of that section prescribes that the air waybill shall contain the following particulars:

(*a*) The place and date of its execution;

(*b*) The place of departure and of destination;

(*c*) The agreed stopping places, provided that the carrier may reserve the right to alter the stopping places in case of necessity, and that if he exercises that right the alteration shall

not have the effect of depriving the transportation of its international character;

(*d*) The name and address of the consignor;

(*e*) The name and address of the first carrier;

(*f*) The name and address of the consignee, if the case so requires;

(*g*) The nature of the goods;

(*h*) The number of packages, the method of packing, and the particular marks or numbers upon them;

(*i*) The weight, the quantity, the volume, or dimensions of the goods;

(*j*) The apparent condition of the goods and of the packing;

(*k*) The freight, if it has been agreed upon, the date and place of payment, and the person who is to pay it;

(*l*) If the goods are sent for payment on delivery, the price of the goods, and, if the case so requires, the amount of the expenses incurred;

(*m*) The amount of the value declared in accordance with article 22 (2);

(*n*) The number of parts of the air waybill;

(*o*) The documents handed to the carrier to accompany the air waybill;

(*p*) The time fixed for the completion of the transportation and a brief note of the route to be followed, if these matters have been agreed upon;

(*q*) A statement that the transportation is subject to the rules relating to liability established by this convention.

(*See* Air Transportation Convention of Warsaw, Section III.)

In certain foreign countries, the air waybill is also known as the Consignment Note; in others, the air waybill (or Consignment Note) is accepted instead of the consular invoice. In such cases it has to serve all Customs purposes and requirements for both clearance and entry. (*See* Invoice, consular; Aircraft clearance and entry; Entry (of) goods; Air Express; Air *headings; see specimens, pages 695–698.*)

Air waybill, clean. *See* Bill of lading, clean.

Air waybill, Customs. *See* Bill of lading, Customs.

Air waybill, foul. *See* Bill of lading, foul.

Aircraft. In foreign trade (from the Customs point of view), the term *aircraft* designates civil aircraft, that is, any aircraft not used exclusively in the governmental service of the United States or a foreign country, but it includes any government-owned aircraft engaged in carrying persons or property for commercial purposes.

Aircraft bill of lading. *See* Air waybill.

Aircraft, cargo. Aircraft which is used exclusively for the carrying of cargo.

Aircraft clearance and entry. Aircraft coming into the United States or departing from the United States must be entered by the aircraft commander at the airport of entry or departure or at the nearest place thereto. Also, no passengers or cargo from abroad can be disembarked or discharged from any aircraft in the United States without due permission from the Customs and quarantine authorities or from the immigration authorities (who must also approve disembarkation of employees), with special rulings for entry and clearance of aircraft of scheduled airlines. Various documents have to be delivered to the authorities, such as the Entry and Clearance Declaration of the Aircraft Commander in the case of arrival and departure (*see specimens, pages 752–755, 794–796*). (*See* Bond.) But the importer and exporter have to make the same declarations for the entry or departure of the goods as they would have to supply in case their import or export goods arrived or left by steamship, railway, or truck, which are required under the appropriate headings of entry and export of goods (*see*

Entry (of) goods). (*See specimens, pages 889 and 890.*)

Aircraft, combination. Aircraft which carries both cargo and passengers for commercial purposes or account (*see* Aircraft).

Aircraft departure. *See* Aircraft clearance and entry.

Aircraft documents. Aircraft engaged in foreign travel or trade have to deliver various documents on their arrival and departure (on entry and clearance). They include the list of passengers, cargo carried, aliens employed on board, and so forth. (*See* Aircraft clearance and entry *and specimens on pages 752 and 794.*) These are approved by the Commissioner of Customs, the Administrator of Civil Aeronautics, and the Commissioner of Immigration and Naturalization, the form for passengers being a separate paper not here reproduced as not connected with foreign trade.

Aircraft entry. *See* Aircraft clearance and entry; *specimens, pages 794–796.*

Aircraft entry, or landing. Aircraft coming from any place outside of the United States with passengers and/or cargo must give notice of its intended flight to the collector of Customs at the airport it intends to enter, can land in any other place (than an airport of entry) only with special permission, and in that case must pay all expenses of transportation for inspection of aircraft and its cargo by Customs authorities. (*See* Aircraft clearance and entry.)

Aircraft export. Aircraft is exported like any other merchandise, subject to any regulations or prohibitions imposed by a government in order to restrict exportation to types which it is safe to send abroad, from a defense or military point of view. A special export committee of the Aeronautical Chamber of Commerce, Washington, D. C., is handling export matters for the industry. (*See* Chamber of Commerce, Aeronautical.)

Aircraft, liability (of). *See* Air Transportation Convention (of Warsaw), Section III.

Aircraft manifest. *See* Aircraft clearance and entry; Manifest; Manifest, shipper's airplane.

Airline. The term *airline*, or *scheduled airline*, from a foreign trade or Customs (U. S.) point of view, means any individual, partnership, or corporation (or association) engaged in air transportation upon regular schedules to, over, or away from the United States, or from area to area, and holding a foreign carrier permit or certificate of public convenience and necessity issued pursuant to the Civil Aeronautics Act of 1938. Enormous strides have been made in this direction, and both the lines and their flying routes will be expanded increasingly and at ever greater speed. The airline service is a very powerful link in foreign trade, and both cargo and passenger transportation will contribute more quickly to better relations between exporters and importers in all parts of the world. (*See* Airline, scheduled.)

Airline agency. The agency of aircraft operated on schedule, carrying on its booking of passengers and freight.

Airline agent. The person charged with the interests of the airline, especially booking of passengers and freight.

Airline, scheduled. The term *scheduled airline* means any individual, partnership, corporation, or association engaged in air transportation upon regular schedules to, over, or away from the United States or from area to area, and holding a foreign carrier permit or a certificate of public convenience and necessity issued pursuant to the Civil Aeronautics Act. Such aircraft coming into the United States from any place outside thereof must make its entry in the area of first landing (*see* Aircraft clear-

ance and entry). There are also many air freight lines which, in contrast to the above, have no regular schedule and are therefore known as *non-scheduled.* (*See* Airline.)

Airmail. Very important for the acceleration and promotion of foreign trade is the mail carried by air to and from and within the United States. (*See* Air transportation and charges.)

Airport. As far as foreign trade is concerned, *airport* or *airport of entry* means any airport designated by the Secretary of the Treasury without time limit as a port of entry for aircraft arriving in the United States from any place outside thereof and for the merchandise carried on such aircraft; also, by the Attorney General as a port of entry for aliens arriving on such aircraft; and by the Federal Security Administration as a place for quarantine inspection (*see* Quarantine). The Secretary of the Treasury also designates at times, for temporary periods, airports which are termed *temporary airports of entry.* On airline documents, the *airport of origin* is the first airport where shipment is loaded on an airline; the *airport of destination* is the city at which the shipment leaves the airline, regardless of whether that is the city to which shipment is addressed or further transportation is necessary. (*See* Customs agents; Port (of) entry.)

Airport, temporary. *See* Airport.

Airwaybill or **air waybill.** *See* Air waybill.

Aktiengesellschaft. (Abbreviated *A. G.* or *Akt. Ges.*) The German equivalent for a corporation or a company whose ownership is represented by its stockholders (*Aktie,* German for "share"; *Gesellschaft,* "company"). (*See* Corporation.)

Alcohol drawback. *See* Drawback, tax refund.

Alien Property Custodian. The defunct Office of Alien Property Custodian was established in the Office for Emergency Management by Executive Order 9095 of March 11, 1942, under the specific authority of the Trading with the Enemy Act, as amended. The functions and duties of the Office of Alien Property Custodian were further defined by Executive Order 9193 of July 6, 1942, amending Executive Order 9095.

Activities. The Alien Property Custodian was authorized to control or vest foreign-owned property, whether the ownership rested with a foreign government or with an individual who was a national of a foreign country, or with a business enterprise which was a national of a foreign country. Once vested, such property was held, used, administered, liquidated, sold, or otherwise dealt with in the interest of and for the benefit of the United States.

The Alien Property Custodian was authorized and empowered to take such action as he deemed necessary in the national interest, including, but not limited to, the power to direct, manage, supervise, control, or vest, with respect to:

1. Any business enterprise within the United States which was an enemy national.

2. Any other business enterprise in the United States which was a foreign national, after determination by the Custodian and certification to the Secretary of the Treasury that the action was necessary in the national interest.

3. Any other property within the United States owned or controlled by an enemy government or national, except cash, deposits, securities, and similar property, the latter being subject to control only when they were determined to be necessary for the maintenance of property subject to vesting belonging to the same enemy country or national.

4. Any patent, copyright, and trademark and related property and interests, in which any foreign government or national had any interest.

5. Any ship in which there was any foreign interest.

6. Any property in process of administration by any person acting under judicial supervision, or which was in partition, libel, condemnation, or other similar proceedings and which was owned or claimed by an enemy government or national.

All risks. *See* "Insurance," *all risks.*

Allocation. *Apportionment* or *allotment.*

Allocations. The amounts of materials to be allocated or allotted to military, defense, economic warfare, or civilian needs. (*See* Foreign exchange agreements; Clearing agreement.) Exchange allocation agreements are a form of agreements as to payments by which a country which has restricted exchange laws and regulations may allocate exchange to another country, waiving the restrictions for this purpose and for this particular case or agreement.

Allonge. From the French, signifies "one piece joined to another." In foreign trade, it is the piece of paper attached to a draft when there is no room for further endorsements on the draft itself. The first signature on the allonge, which is the last signature on the draft, has to be written partly on the allonge and partly on the draft, just as some people sign their names on the back of envelopes, across the flap, to prevent fraud. (*See* Draft endorsement.

Allowance, drawback. *See* Drawback allowance.

Allowance, tare. *See* Tare allowance.

Allowance (of) weight. *See* Weight allowance.

Alongside steamer. *See* Definitions, foreign trade, American; Letter of credit, *heading:* "Documents."

American Arbitration Association. *See* Arbitration.

American Cargo War Risk Reinsurance Exchange. *See* Insurance, War Risk.

American Chambers (of) Commerce, abroad. *See* Chambers of Commerce, American, abroad.

American export definitions. *See* Definitions, foreign trade, American.

American exports. *See* Exports, American.

American Express Company. The offices of The American Express Company, Inc., and subsidiary companies, in many foreign countries, as an adjunct to their other activities, offer efficient banking services in connection with the financing of imports and exports from all parts of the world.

A prospective importer might maintain a deposit account with such an office and then arrange for that office to advise a correspondent bank in the country from which the goods are being exported that The American Express Company, Inc., had placed at the disposal of the exporter under specified conditions a Letter of Credit (*which see*) under which he would be in a position to negotiate drafts to secure payment for the goods. Such drafts would be drawn in accordance with the terms agreed upon as between the importer and exporter and would be accompanied by bills of lading and/or other necessary documents.

Drafts in these cases are drawn on The American Express Company, Inc. Occasionally, letters of credit involve "red letter" clauses which contain certain provisions under which the exporter might draw limited amounts on a draft unaccompanied by documents. For example, a merchant in Shanghai might have sources through which he can obtain the importer's requirements of furs. To obtain this merchandise, he might have to go to the interior, and not being in possession of sufficient funds of his own to finance the purchases, he would draw under such a specially claused letter of credit. Again, some curing or other process-



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ing of the hides might be required, in which case funds may similarly be made available to a limited extent on a draft unsupported by documents.

The offices of the company, in addition to acting as forwarders of freight and Custom house brokers and financing imports and exports on the basis of letters of credit or authorities to purchase, also handle as an adjunct to the banking services they offer the collection of drafts with documents attached, and in many instances purchase such drafts on an outright basis.

The traveler (importer and exporter) finds, in many cases, under one roof all he needs to facilitate his operations, since the American Express Travel Department takes care of his special transportation problem and the Transportation Department can arrange for the shipment of his samples, local purchases, and so forth.

American Foreign. *See* American Foreign Credit Underwriters Corporation.

American Foreign Credit Underwriters Corporation, New York and Chicago. This organization, publishers of *Exporters' Digest*, *América Industrial*, and *Market Guide for Latin America*, has functioned continuously in serving American exporters since 1921. Its service extends to all export markets and consists of practical working aids which the export department can use in planning, promoting, and protecting its overseas business. Serving a large group of American manufacturers and exporters with a staff at home (in principal industrial and exporting centers), the corporation maintains a network of agents and correspondents virtually everywhere abroad that United States goods are sold. The service is also known as "American Foreign." (*See specimen, page 764.*)

The subscriber to the so-called *full service* (*see specimen, page 699*) receives, besides the items listed on the specimen, advertising in *América Industrial* at fixed advertising rates, and also individual surveys covering specific products and markets. These surveys are made according to the subscriber's own specifications. Fees are quoted in advance and depend on the amount of time and effort needed to cover the required subject. The *Market Guide* (*see specimen, page 891*) is published once a year, with monthly supplements containing new names and changes. The corporation furnishes individual reports on foreign business firms in all markets, besides credit ratings, collection aids, and other services. (*See specimen report, page 768.*)

American Foreign Service Journal. The *American Foreign Service Journal* is an unofficial monthly magazine published under the auspices of the American Foreign Service Association, an organization composed of members of the American Foreign Service. The *Journal* goes to all of our diplomatic and consular establishments in the capitals and important commercial centers where we are represented abroad, besides having a circulation among officials of the Department of State. It features articles on all aspects of the Foreign Service and its policy and administration. It publishes occasional articles on foreign trade. Material of a controversial-political nature is not used.

American foreign trade banks. *See* Bank; Foreign trade.

American foreign trade definitions. *See* Definitions, foreign trade, American.

American goods returned from abroad. *See* Affidavit; Entry, free (of) duty.

American Import and Export Bulletin, 8–10 Bridge Street, New York 4, N. Y. This publication brings monthly the rulings of the Bureau of Customs and other government departments affecting imports.

American Institute of Marine Underwriters, 99 John Street, New York. This Institute, which was founded in 1898, has a membership representing almost the entire American ocean marine insurance market. Its membership is composed not only of United States companies, but also of foreign companies admitted to do marine insurance business in the United States.

The Institute does not write insurance, its functions being those of advice and information. It keeps underwriters informed of legislation, both at home and abroad, affecting their business, and provides a medium for the exchange of information pertaining to the general good of marine insurance.

One of the principal functions of the Institute is the promulgation of approved clauses for insertion in marine insurance policies. These clauses are receiving more and more recognition from commercial and financial organizations, both in the United States and abroad.

The standing committees are the Committee on Admissions, the Committee on Forms and Clauses, the Committee on Legislation, and the Committee on Relations with Carriers. Special committees are appointed as required. (*See* Underwriter.)

American margin system. *See* Margin.

American products, returned. *See* Certificate, consular, returned American products.

American selling price. *See* Price, American, selling.

American Spice Trade Association. *See* Spices.

American valuation. *See* Value (for) appraisement.

Analysis. The examination of a material or substance to determine its component parts, individually, or in their relationship to each other and/or the whole. (*See* Sample, commercial.)

Analysis certificate. *See* Certificate (of) analysis.

Analysis (of) market. *See* Market analysis.

Animal exhibits. *See* Exhibition exports.

Animal exports. Require special certificates of inspection by the Department of Agriculture (*see* B. A. I. certificate; Certificate, sanitary; *and specimen, page 828*). (*See* Responsibilities and liabilities, carrier and ship: "Transport of live animals.")

Anticipated draft payment. *See* Draft payment, anticipated.

Anti-dumping. *See* Dumping.

Anti-trust acts. *See* Cartel.

Anti-trust law. *See* Sherman Act.

Anti-trust legislation. *See* Cartel; Sherman Act.

A one. Also "A 1," meaning *first-class.*

Appeal (for) reappraisement. *See* Reappraisement.

Application (for) drawback. *See* Drawback application.

Application (for) insurance. *See* Insurance application.

Application (to) unload (unlade). *See* Vessel entry.

Appraisal clause. (*See* Appraiser, insurance.) A clause in a policy which provides that either the insured or the insurance company shall have the right to demand that an appraisal be made of the damage or loss.

Appraisal (of) goods. *See* Appraisement.

Appraisement entry. *See* Customs entry, *heading:* Appraisement entry.

Appraisement (of) goods. (*See* Entry (of) goods; Entry summary; Value *headings;* Appraisement *headings;* Appraiser, Customs.) When importing goods into this country, the owner or importer (or agent) must submit a summary of entered values, which serves as the summary of examination and appraisement, together with the

invoice or invoices attached to it (*see specimen, pages 700–701*), for an order of appraisement. The collector of Customs will then designate not less than one package of every ten packages of merchandise to be examined for the purpose of appraisement, unless a special regulation permits a lesser number of packages to be examined. In the case of merchandise specifically named or described in the Customs Regulations, collectors are authorized to designate for examination (*see* Customs examination) a lesser number of packages than one package of every ten packages, but not less than one package of every invoice, if such merchandise is (1) imported in packages the contents and values of which are uniform, or (2) imported in packages the contents of which are identical as to character although differing as to quantity and value per package. (*See also* Reappraisements.)

Appraisement (of) goods, procedure. (*See* Appraisement *headings*.) The appraiser will cause to be examined all merchandise designated by the collector at the public stores, or elsewhere by mutual consent with the owner or importer. If examination is to take place elsewhere, the importer has to furnish a bond for return of the merchandise if it is so demanded; further, in such case, merchandise has to be corded and sealed as per Customs Regulations. (*See* Appraiser.) If the appraiser deems it necessary, he will cause to be examined additional quantities, packages, or parts thereof, in addition to those designated by the collector, and it is the appraiser's duty:

(1) To appraise the merchandise in the unit of quantity in which the merchandise is usually bought and sold by ascertaining or estimating the value thereof by all reasonable ways and means in his power, any statement of cost or cost of production in any invoice, affidavit, declaration, or other document to the contrary notwithstanding;

(2) To ascertain the number of yards, parcels, or quantities of the merchandise ordered or designated for examination;

(3) To ascertain whether the merchandise has been truly and correctly invoiced;

(4) To describe the merchandise in order that the collector may determine the dutiable classification thereof; and

(5) To report his decisions to the collector.

Appraisement (of) goods' value. The value of merchandise imported into the United States is appraised on the basis of foreign value, export value, or United States value, or on the basis of the cost of production or the American selling price (*see* Value (for) appraisement). The date of the value is the date on which the goods leave the country of exportation for the United States, which is determined, if necessary, by rules of presumption, and all costs, charges, and expenses incident to readying the merchandise for shipment to this country are included to determine the value. The Customs Regulations of the United States prescribe in detail the procedure for the determination of values. Therefore, the foreign trader in the United States knows that the price paid for imported merchandise is not necessarily controlling for duty purposes, as Customs appraisers are guided by the law in arriving at the value.

To the importer, as well as to the exporter of merchandise manufactured or produced partially with imported materials (*see* Drawback), the question of appraisement, or, in other words, the assessment of the duty which has to be paid on such imports, is of utmost importance, from every viewpoint. Therefore, it is desirable to be well acquainted with all the pro-

visions—obligations as well as privileges—which are demanded and accorded by the Customs law and regulations. Whenever savings in time and effort can be effected, Customs matters should be entrusted to a Customs broker (*see* Custom house brokers).

Part 14 of the Customs Regulations gives full details, however, of all rules governing appraisement of goods imported into the United States. These Regulations also set forth in detail, and alphabetically, the merchandise for which collectors may designate less than one package out of every ten packages (*see* Appraisement (of) goods), though not less than one package of every invoice. Moreover, if goods are uniform, the appraiser can retain 10 per cent of the entire shipment, for retention by Customs officials and inspection later, while the balance of the shipment is delivered or made deliverable. In this manner, the importer gets the immediate use of his merchandise, and he obtains this by making a deposit and guaranteeing the payment of total duties when they have been finally determined. The appraiser, therefore, co-operates in this and in every instance, as much as possible, to expedite the delivery of importations so that the greatest number of shipments can be made available to their importers in the shortest possible time, always, of course, within the Customs Regulations and prescribed procedure. (*See various headings:* Appraisement, Customs, Duties, Duty, Entry, Reappraisement.)

The value of goods imported into the United States, which pay an ad valorem duty, is determined on the following basis:

1. The foreign value or the export value, whichever is higher (*see* Value (for) appraisement).

2. If the appraiser determines that neither the foreign nor the export value can be satisfactorily ascertained, then the United States value is used. (*See* Value (for) appraisement.)

3. If the appraiser determines that neither of the three values under "2" can be determined, then the cost of production (*see* Production cost) is used.

4. Whenever the duty on an imported article is based upon the American selling price of a domestic article, the American selling price (*see* Price, American selling) is used.

Appraisement technique. *See* Appraisement *and* Appraiser *headings; also* Entry (of) goods.

Appraisement value. *See* Value (for) appraisement; Appraisement (of) goods' value.

Appraisement, various. The Customs Regulations give full details on the various methods, procedures, and forms required in connection with the appraisement of importations into the United States. These deal with their values as well as the places where they are to be examined, and what steps have to be taken to have them transported to places other than the public stores or inland points for examination (appraisement). Appraisement, here and abroad, covers merchandise or articles received not only by steamer or plane, but also by mail, by vehicle, and in baggage. (*See* Appraisement *headings; specimens, pp. 700, 777.*)

Appraiser, Customs. The *appraiser,* a term which in Customs language signifies the appraiser of merchandise and includes the chief assistant appraiser and any person authorized by law or the Treasury to perform the duties of an appraiser, is responsible for the examination and appraisement of imported merchandise; for furnishing to the collector all available information necessary for the assessment of duties; and for the defense of his appraisement and advisory classifica-

tion before the United States Court of Customs whenever an importer files an appeal for reappraisement or a protest (*see* Reappraisement). The appraiser checks the quantities as well as the other data of the invoices submitted by the importer or his agent. He then examines and describes the merchandise on the front page of the summary of examination and appraisement so that the collector can determine its dutiable classification (*see* Appraisement (of) goods, procedure). There are also assistant appraisers, headed by the chief assistant appraiser (in New York). (*See specimens, pages 700–701, 777.*)

Appraiser, insurance. In the insurance field, the appraiser is also known as the *surveyor.* He represents an insurance company: therefore, as far as foreign trade is concerned, principally an insurance company covering marine, fire, and theft risks. He estimates the damage to goods, as well as their value in their damaged condition, for the purpose of settling insurance claims. The appraiser signs a statement of damage, which is then presented by the assured or his agent as proof of the damage and the loss caused thereby. (*See* Appraisal clause.) Other phases of the insurance appraiser's or surveyor's work help to establish proper insurable values. (*See various* Insurance *headings.*)

Appraiser's stores. (*See* Appraiser.) Any premises, owned or leased by the government, and used for the storage of merchandise to be appraised and for which a final release from Customs custody has not been issued (in the form of a permit of release).

Approved merchandise. Articles not especially perishable or subject to damage because of their nature or method of packing. This term embraces practically all manufactured articles or new merchandise. Examples: hardware, dry goods, automobiles.

Arbiter. A person appointed to decide a dispute, acting as a judge. (*See* Arbitration.)

Arbitrage. In its simplest form, it signifies the purchase of something in one market in order to sell it in another, at a profit. The difference in the price of a draft, securities, or produce (commodities), for example, in one market is exploited by the purchase or sale of such drafts, securities, or produce (commodities) *via* a third market. The purchaser profits by the fluctuations of exchange or prices on the various stock and commodity exchanges of the world, by buying them in one market and selling them to another *via* a third market. For example, if a merchant has to make a payment in Capetown, South Africa, he tries to buy a draft payable in that country. If he finds that in his own country (or market) drafts payable in South Africa are expensive and relatively too high-priced owing to their great demand, which exceeds the supply, he may buy his African draft in London. This he accomplishes by first buying a draft on London, which he then exchanges in London for one on Capetown, after he has ascertained that the drafts on South Africa, in the London market, are so much cheaper than in his own that he can well afford to buy two drafts, that is, one on London as well as one on South Africa. The amount he has thus saved, or "made," is called *arbitrage.* Thus, in both goods and values (drafts, bullion), it is possible to profit by the variations of prices in different markets for one and the same value, commodity, or negotiable instrument (draft). From an American point of view, the market with the highest dollar value for any "paper" or goods is the one in which to sell, and the market with the lowest dollar value the

one in which to buy, thus making a price-difference (or what is known as an "arbitrage") profit. The word itself is French, and indicates the sale or purchase of securities, and so forth, in a foreign market (or on a foreign exchange) against a corresponding sale or purchase on the home market or exchange. The commodity exchanges make such deals possible in connection with the purchase and sale of the world's commodities. On the produce exchanges of the United States, arbitrage transactions are also sometimes called "spreading" (*see* Exchange; Commodity Exchange, Inc.).

Arbitration. The hearing and decision upon a controversial cause, by one or more impartial persons, for the purpose of a settlement or "award," with a preagreed formal or informal understanding by both parties (whose differences or disputes are the subject of the hearings and decision) to accept the decision of the arbitrators as final. The arbitrators may either be appointed by an impartial agency or person, or may be chosen by the persons or firms in controversy. In the latter case, it is generally preagreed or arranged later that each of the parties in controversy may select an equal number of arbitrators to represent their own interests and present their own views and interpretations, and so forth, of the matter or matters in dispute. These equal parties so chosen then select jointly, and agree jointly upon, a third or fifth or seventh person, as the case may be, depending on the number of arbitrators chosen by each of the parties in controversy. In this way both parties have equal representation, but an impartial arbitrator, chosen by all the others and accepted by all of them, becomes the decisive factor in case of a deadlock between the rest of the arbitration board. The incorporation of arbitration clauses in all foreign trade agreements is not only desirable from the trader's point of view, but is actually recommended by the United States National Foreign Trade Council and many other foreign trade authorities, through their conventions, which have confirmed their belief in the importance of the widespread use of arbitration as an instrument of sound foreign trade practice. (*See* Arbitration clause; National Foreign Trade Council.) In the United States, many individual exchanges and associations have their own arbitration rules and agreements (*see* American Spice Trade Association; *many leading Chambers of Commerce;* Green Coffee Association, *and specimen agreements, pages 924, 756, and 757–759*).

One of the leading American associations, devoted entirely to the spreading of knowledge and use of arbitration is the American Arbitration Association, of New York. In furthering the use of arbitration, the Association, which is nonpolitical, nonpartisan, and nonprofitmaking, advocates the use of arbitration because it is voluntary and offers:

(*a*) The reference of a controversy to arbitration by the parties of their own free will, without coercion or duress; (*b*) the selection of arbitrators by any method upon which the parties agree; (*c*) the conduct of the proceedings under rules of the parties' own selection, and (*d*) the acceptance by the parties of the award as final and binding.

The basic principles which are followed, therefore, are of advantage to both parties: arbitration is a voluntary act; it is a quasi-judicial process that leads to an award which is final, and therefore conclusive determination of the particular matter in dispute is reached; arbitration is a proceeding by parties; in an arbitration, all parties are equal, have the same rights, privileges, and duties, and are entitled to fair and impartial awards;

the right to arbitrate is basic and is the right of everyone, regardless of nationality.

The American Arbitration Association not only advances the knowledge and use of arbitration, but it also creates, maintains, and administers facilities for arbitrations, including the establishment of tribunals; it provides rules of procedure for these tribunals; it acts under these rules as administrators for parties and arbitrators, of which it maintains panels. The Association, collaborating with other institutions and organizations (in the advancement of arbitration generally) publishes reports, and so forth, for the advancement of arbitration. The fact that its board is located in New York and that it has regional offices in most of the leading cities makes it an important and most desirable means of settling disputes, for not only the domestic but also the foreign trader. Its arrangement with foreign arbitration associations, chambers of commerce, and so forth, makes it possible not only for civilians of different nationalities to ask for decision by arbitration, but also for a national of one country and the government of another to be parties.

The Association functions within the United States for the settlement of foreign trade disputes that are to be arbitrated in the United States. It also functions through reciprocal agreements with organizations outside of the United States for the holding of arbitrations in the United States under its rules.

The Association has been instrumental in establishing two other systems of arbitration in the Western Hemisphere. One is the Inter-American System of Commercial Arbitration; the other is the Canadian-American System of Commercial Arbitration. The completion of the Western Hemisphere System provides facilities for the arbitration of any dispute that arises out of foreign trade between the residents of any two or more nations in the Western Hemisphere. Each system is operated under separate and autonomous control. The three services are co-ordinated and made uniform through the Association, which has established research, educational, laboratory, and conference facilities for the advancement of arbitration knowledge and standards. It has also established technical facilities for the development of juridical standards. The three systems are further co-ordinated through the Western Hemisphere Conference on Foreign Trade and Arbitration. Similar bilateral commissions for China and for the Philippines are established, and others are projected. (*See* Arbitration clause.)

Arbitration clause. The standard arbitration clause, for inclusion in foreign trade contracts, reads as follows:

STANDARD ARBITRATION CLAUSES FOR INCLUSION IN FOREIGN TRADE CONTRACTS

GENERAL

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules then obtaining of the American Arbitration Association. Any such arbitration shall be held in the United States at the City of ——— unless, by agreement, the parties hereto select another location. If by such agreement of the parties, the arbitration is held in any of the Latin American Republics, then the Rules of the Inter-American Commercial Arbitration Commission shall apply. Or if such arbitration is to be held in the Dominion of Canada, then the Rules of the Canadian American Commercial Arbitration Commission shall apply. Or if the arbitration is to be held at any

point outside of the above described areas, then whatever Rules the parties agree to shall apply. Judgment upon the award rendered may be entered in any court having jurisdiction in any country.

The Inter-American clause and the Canadian-American clause will serve as examples for foreign trade arbitration clauses, to be inserted, whenever possible, in contracts and agreements:

INTER-AMERICAN COMMERCIAL CLAUSE

Any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled by arbitration, in accordance with the Rules, then obtaining, of the Inter-American Commercial Arbitration Commission. This agreement shall be enforceable and judgment upon any award rendered by all or a majority of the arbitrators may be entered in any court having jurisdiction. The arbitration shall be held in .....
or wherever jurisdiction may be obtained over the parties.

CANADIAN-AMERICAN COMMERCIAL CLAUSE

Any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled by arbitration, in accordance with the Rules of Procedure, then obtaining, of the Canadian-American Commercial Arbitration Commission established by the American Arbitration Association and the Canadian Chamber of Commerce, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

Under an arrangement entered into between the American Arbitration Association and the International Chamber of Commerce (approved at its Copenhagen meeting in July, 1939, and reaffirmed in 1946), a joint arbitration clause was adopted:

JOINT INTERNATIONAL CHAMBER OF COMMERCE AND AMERICAN ARBITRATION ASSOCIATION FOREIGN TRADE CLAUSE

All disputes arising in connection with the present contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the Rules, *unless the arbitration is to be held in the United States, in which instance the proceedings shall be conducted under the Rules of the American Arbitration Association.*

This clause is applicable in the United States and in many countries, as, for example:

Australia	Netherlands
Italy	Switzerland
Sweden	France
United Kingdom	Norway
Denmark	Turkey

Arbitrator. One who arbitrates. (*See* Arbiter.)

Area. The term *area*, when used in connection with imports and exports by air, from the United States Customs point of view, means the mainland of the United States, Alaska, Hawaii, Puerto Rico, and such areas as may at any time be specified to include possessions of the United States not on the mainland (*see* United States geographically).

Argol. A substance contained in the juice of grapes.

Argol agreements. A series of trade agreements made by the President of the United States under the Tariff Act of 1897 (Dingley Tariff). Section 3 of the Act authorized the President to negotiate specified reductions in the tariff rates on argols, brandies and other spirits, wines, and vermouths, and on paintings in oil or water colors, pen-and-ink drawings,

and statuary. Agreements were made with France, Portugal, Germany, and Italy in 1898–1900 and with Switzerland, Spain, Bulgaria, the United Kingdom, and the Netherlands in 1906–1908. Under the Tariff Act of 1909 these "argol" agreements were terminated in 1909 or 1910. (*See* Tariff Act; Tariff agreements, United States.)

The tariff of 1897 contained two other provisions for tariff bargaining. Under Section 4 commercial treaties might be negotiated by which United States tariff rates would be reduced by not more than one fifth of the statutory rates. Mr. John Kasson negotiated treaties with France, Great Britain (for the West Indies), Denmark, the Dominican Republic, Nicaragua, Ecuador, and the Argentine. These treaties were submitted to the Senate but not brought to a vote. They are termed *Kasson Treaties* in contrast to the argol agreements. (*See* Tariff, bargaining.)

Arrest (of) ship or cargo. The forceful taking of a vessel and/or its cargo.

Arrival, condition guaranteed. *See* Condition guaranteed (on) arrival.

Arrival contract. *See* Contract, arrival.

Arrival draft. *See* Draft (after goods') arrival.

Arrival, guarantee (on). *See* Condition guaranteed (on) arrival.

Arrival notice. This is the notice (advising consignees that cargoes have arrived) served by railroads, airlines, and steamship companies, in the latter case adding where steamer is discharging, free time, and so forth. (*See* Bill of lading, to order, notify; Steamer documents, outgoing and incoming; *see specimens, pages 702-705.*) It is also needed for imported plants (*see* Plants or plant product imports; *see specimen, page 903*). (*See* Time, free, on arrival.)

Arrival (of) vessel. *See* Time (of) arrival, vessel.

Article. This word is used for tariff purposes and in tariff acts to designate and embrace commodities generally, whether manufactured wholly or in part, or not at all. In trade, the word designates something different from bulky or heavy commodities.

Article, domestic (definition). *See* Zone, foreign trade.

Article, foreign (definition). *See* Zone, foreign trade.

Articles, enumerated. (*See* Articles, not enumerated (in Customs tariff).) The articles enumerated and thus defined in a Customs tariff.

Articles, free. *See* Free list.

Articles, not dutiable, entry (of). *See* Free list.

Articles, not enumerated (in Customs tariff). For duty payments, articles which bear a similitude to articles enumerated are classified according to the latter; otherwise they are dutiable under the catch-all provision for raw or wholly or partly manufactured articles not enumerated.

Articles not properly marked. (*See also* Marking.) Must either be properly marked by the United States importer, after notification by the appraiser acting for the collector, or returned unexamined to Customs custody for exportation or destruction. Articles which should be properly marked upon importation, and are not so marked, are not allowed to be marked in the United States by the importer, but must be exported or destroyed by the latter. If this is not done within the prescribed time, such articles are seized by the Customs and are forfeited.

Articles with trade-marks or trade names. *See* Trade-marks; Trade names.

Artificial person. *See* Person, juridical.

Artificial trade barriers. *See* Trade barriers, artificial.

Artificially weighted. *See* Weighted.

As quoted. *See* Quotation.

As soon as possible. *See* Letter of

credit, *heading:* "Interpretation of terms."

As they are. A clause employed to denote that quality of goods is not guaranteed.

Assay samples. *See* Assaying.

Assaying. Necessary for the calculation of the dutiable quantity of imported ore or similar material, to determine rate to be paid by the importer; is carried out under Customs supervision. If representative commercial assay samples have been taken, these are then selected by the Customs officer and sent to the Customs laboratory. In cases where no such samples were taken, the Customs will select representative samples from different parts of the importation, all such samples being kept under government lock and seal. The results of an assay of the sample (as, for example, in moisture tests of ores) are considered representative of the entire importation or shipment, at the time the importation is weighed for Customs purposes. (*See also* Sampling.)

Assessing (of) duties. *See* Assessment (of) duties; Appraisement.

Assessing (of) tax. *See* Tax assessing.

Assessment (of) duties. The fixing or determining of the rate of duty. (*See* Appraisement.)

Assessor (of) duties. (*See* Assessment (of) duties; Appraiser.) One who fixes the rate of duties.

Assets. The entire property of a firm or person which can be applied to the payment of debts. In accounts or balance sheets, therefore, the assets showing the book or actual value of all resources, stocks on hand, securities, property, cash, and so forth, show the assets of the firm or person whose accounting is rendered, and are thus listed. Assets are known as current (cash, checks and drafts, and other receivable accounts, finished goods, securities, and so forth); fixed and slow (tools and machinery, equipment of all kinds in mill and office, real estate, patents and trade-marks, goodwill, and so forth); and intangible (those which can neither be immediately (currently) or slowly realized or turned into cash).

Assignee. The person to whom title to or interest in property, or the like, is transferred.

Assignment. The transfer of a title to or of interest in property and the like.

Assignor. The person who transfers a title, interest, or the like.

Association, trade. *See* Trade association.

Associations (for) export. *See* Webb Act.

Associations (of) exporters. *See* Webb Act.

Assured, the. The person (or firm) who has an interest (direct or indirect) in a property which is insured so that he or she will benefit by its safe arrival or suffer loss by its damage or loss, in connection with export or import shipments afloat and ashore. Also termed the "insured."

At and from. *See* Insurance, at and from.

At factory. The term used for quoting, selling, and billing goods for which the price has been determined and agreed upon to include no transportation of any kind whatever from the producing factory, so that the buyer or shipper will have to take delivery at the factory and himself attend to and pay for transportation.

At sight. *See* Draft, at sight; Draft.

Attaché. From the French verb *attacher*, "to attach," designates the member of the staff of an ambassador or minister. His special duties are further clarified by affixes to his title, as, *military, naval, commercial, agricultural,* or the like, *attaché.*

Attorney, power (of). *See* Power (of) attorney.

Auction. From the Latin verb *augere*, "to increase." A sale by which the

goods offered go to the person who makes the highest bid for them. This method is employed for a large number of foodstuffs, commodities, and raw materials when they are landed or delivered at market centers, in almost all countries of the world. In London and Liverpool are auction markets for rubber, wool, tea, coffee, furs, and spices; in Rotterdam and Amsterdam, for rubber, tobacco, tea, coffee, spices, cocoa, tin; in Antwerp for wool, hides and skins, ivory; in Havre, for lumber; in New York, for many commodities; and right around the globe, from Australia, the Dutch East Indies, the Straits Settlements, across to India and Africa, auctions are part of international trading methods. Goods may be auctioned by the person or firm that owns them, as the Hudson's Bay Company's furs, or the auction may be at the behest of banks that have financed crops or raw material or commodity stocks or shipments, or again they may be auctioned by importers. Each auction, owing to the great variety of both products and ownerships, has its own conditions and terms, and is in charge of an auction company or an auction broker; again, not only each product so sold, but also each country, and in each country each market, has its own usages, customs, terms, and contracts, and so forth (*see* Auction contract; Auction dealer; Auction company; Broker; Auction broker). Generally, quality is not guaranteed, and the goods are so designated (*see* As they are; Seen or not seen); but intending buyers can inspect the lots which will be auctioned off, and in many cases samples are obtainable from the brokers, again generally without any guarantee—as stipulated in the contracts—that samples are identical with the goods themselves. One of the most highly developed organizations for an auction market is the auction company found in the tobacco, fur, and fruit trades. The latter work under established rules, handle products on the basis of grading, supply information as to the amount and quality of arrivals, and maintain a continuous open market where buyers and sellers meet. (*See* Auction sale.)

Auction broker. Auction sales are handled by auction brokers. Their fees are indicated in the sales conditions or the auction sales contracts (*see* Auction contract). The broker's fees are charged to and paid by the purchaser. The broker is also known as the *auctioneer.*

Auction (on) closed bids. Contrary to the open bids, not by voice or by any other form disclosing the individual bids to competitors, but in sealed, written form, the award going to the highest bidder when bids are opened.

Auction company. The auction company has the goods to be sold by auction consigned either to itself direct, or to the local branch or representative of the producer, importer, or owner. (*See* Auction; Auction broker.)

Auction contract. The contract sent by the brokers or the auction company to the importer, after the auction sale has been completed. It gives details of all the goods sold, prices and terms agreed upon, date of delivery to the buyer (which generally does not take place until the purchaser has fulfilled all terms of the agreement, including the payments stipulated to be due before delivery). The contract further shows these terms of payment, the amounts already paid, and the necessary documents by which the buyer can obtain delivery of his purchase (even if he has already paid for the goods and is entitled to delivery by the time contract is submitted to the importer), such as warehouse receipt or other delivery orders. These latter are then endorsed by the importer (as

owner of the goods) to the buyer, thereby assigning the goods to the latter. In case a balance of payment is still due, the buyer against such endorsed delivery papers will either pay the balance then due in cash or will deliver a draft (to the importer or owner), duly accepted and specifying the amount still due and the date on which said amount shall become due and the draft paid. (*See* Prompt; Exchange; Assignment.)

Auction, Customs. The Customs Regulations provide for the sale of unclaimed and abandoned merchandise and give all details regarding these sales, which are made by public auction upon public notices of between six and ten days. The duties of the auctioneer are confined to the selling of the merchandise, at fees not exceeding those customary at the port where sales are made and figured only on the gross sum actually realized on the sale. The Customs collector pays the auctioneer's charges and all other expenses of sale, which are apportioned pro rata on the amounts received for the different lots sold.

Auction dealer. (*See* Auction company.) The dealer is an individual, but acts in the same manner as the auction company.

Auction, Dutch. These are auctions at which the bidding starts with a higher price and bids are made downward, thus reversing the usual procedure.

Auction, import. Certain types of goods not suited to very definite standardization as shipped by the foreign producers or those in which there may be a scarcity are best bought and sold by the auction method. Imported commodities such as grapes, furs, hides and skins, tobacco, tea, rubber, wool, and other raw materials and foodstuffs are frequently—in some cases almost entirely—sold by auction. Also, certain of these commodities are bought and sold entirely by auction at specific foreign places. Obviously, brokers dealing in any of these commodities must either have connections with buyers in these foreign places or maintain their own personal representatives in those markets to bid on the commodities they want. Perishable foodstuffs and certain raw materials are commonly sold by auction because of the inherent nature of the goods. Thus, the value of furs is determined by close inspection of each unit, and the buyers bid whatever they think the fur is worth. The actual value is entirely a matter of individual judgment. This is true of raw tobacco, tea, grapes, furs, hides and skins, and other commodities that do not make up a homogeneous mass and are not adaptable to minute standardization. (*See various commodity and* Auction *headings.*)

Auction sale. The sale at which goods are offered to competitive bidders, the highest bidder becoming the owner of the goods. (*See* Auction; Auction, Dutch.)

Selling at auction meets the needs of both the seller and the buyer, for large offerings of virtually every article are concentrated by this method. This concentration assures the seller of the competitive bidding by the many buyers who attend the sales, and the buyers have the benefit of large quantities from which to make their purchases. (*See* Auction *headings.*)

Auction sale catalogue. A catalogue issued by the auction broker or the auction company which sets forth in great detail the merchandise or materials to be offered on a certain date for sale by auction. Not only are the conditions and terms, and the place and date of the auction set forth in the catalogue, but the goods are listed in lots, each of which is described as to weight, size, quality (without guarantee, generally), giving the names of

the owners if the owners hold the auction, or, if not, of the brokers or the auction company that represent them (in which case owners' names are omitted), the catalogue generally stating that goods are sold "by the brokers (or auction company) for the account of their principals." (*See* Auction broker; Auction company.)

Auction samples. The samples prepared by the importers or owners of goods to be sold by auction, or by their brokers or the auction company dealing for them, which are sent to the auction rooms or made available to intending purchasers or interested parties (*see* Auction). They are thus open to inspection and form the basis for bids and sales, generally without guarantee by the seller or his agents that the goods are identical with the samples.

Auctioneer. *See* Auction broker.

Audit. From the Latin *audire*, "to hear." An examination of accounts or the books of a person or firm containing his or its accounts, by a competent person (*see* Auditor). The audit is to determine the correctness and verify the figures in the books so examined for their accuracy, and at the conclusion of the examination the auditor issues a certificate stating that he has examined and found correct the accounts so verified, or he points out any discrepancies or errors he has discovered.

Audit certificate. *See* Audit.

Auditor. The Latin for *hearer* or *listener*. Used to designate a person authorized to examine or audit accounts as to their accuracy and correctness. (*See* Audit.)

Authority (to) pay. *See* Letter of credit, classification (*see specimen, page 706*).

Authority to purchase (Abbreviated *A. P.*) (*See* Purchase, authority to; Indent; Credit, authority to purchase.) It takes the place of our letter of credit in many Oriental markets, and while it has the latter's characteristics, in the A. P. the exporter is called upon to draw his draft directly upon the importer and support the draft with the required documents, the drafts then being forwarded by the honoring institutions to the bank in the Orient which opened the A. P. in favor of the exporter.

Autonomous tariff. *See* Tariff, autonomous.

Aval. The signature of a financially responsible party as guarantor or surety for payment of a bill of exchange (draft). An Aval can be described as a guarantee endorsement on the bill of exchange and is used in France, Spain, Portugal, and Latin American countries. The special endorser is known as the *Avalista* (Spanish and Portuguese) or the *Donneur d'Aval* (French), and assumes obligations for payment other than those of a simple endorser. The advantages, rights, and obligations of the *Avalista* or *Donneur d'Aval* vary in accordance with the laws of the respective countries. (*See* Draft; Endorser; Negotiable instrument.)

Avalista. *See* Aval.

Average. (*See* Average, general; Insurance, general average.) From the French word *Avarie*, meaning loss or damage.

Average bond. *See* Insurance, general average.

Average, general. (*See* Insurance, general average.) A general loss voluntarily incurred to save all interests involved in a common maritime adventure from an impending peril. The interests involved in a common maritime adventure usually are hull, cargo, and freight at risk. Each interest involved must bear its share of the general average. General average is governed by maritime law and exists regardless of marine insurance, but marine insurance includes the risk of general average. (*See* Adjuster, general average; Bond, general average.)

Average, general, foreign. *See* Foreign general average.

Average, particular. *See* Insurance, particular average. Abbreviated: *P.A.* or *p.a.*

Average quality. *See*. Fair average quality.

Awaiting shipment (goods). *See* Dock receipt; Insurance, goods awaiting shipment.

B

Baggage. The visiting foreign trader and returning United States businessman and salesman have to declare all articles acquired abroad which are contained in their baggage or worn or carried on their persons, whether or not worn or used abroad. This applies also to all articles acquired by gift, purchase, exchange, or otherwise, whether dutiable or free or entitled to exemption. The Bureau of Customs issues very detailed and elaborate instructions, not only in its official regulations but in booklets (*Customs Information for Passengers from Overseas*), as well as in leaflets for the information of persons entering the United States from Canada or Mexico (*see* Salesman; Samples). These printed instructions give all details regarding the declarations themselves as well as exemptions, and so forth, applying to both the classes of passengers as divided for Customs purposes, that is, returning residents of the United States and nonresidents. (*See specimen, page 797.*)

Baggage declaration and entry. This is used for clearing through Customs the baggage of persons arriving in the United States. (*See* Baggage.)

Bags, gunny. *See* Gunny bags.

B. A. I. or **BAI certificate.** No carrier is authorized to receive animals for transportation to foreign countries until the exporter presents a certificate issued by the Bureau of Animal Industry of the United States Department of Agriculture (*see* Agriculture, Department (of)) known as a "BAI certificate" (*see specimen, page 828*), stating that the animals were given a careful veterinary inspection and were found to be free from evidence of communicable disease or exposure thereto. This certificate also serves to meet the sanitary requirements of foreign governments whose regulations make it obligatory for the importer of animals to present an official sanitary certificate issued in the country of export.

Official export certificates also are issued on meat and meat products. These certificates, issued by the Bureau of Animal Industry of the Department of Agriculture, are also known in popular shipping parlance as BAI certificates. The following are designated ports of animal export at which inspection is maintained: Portland, Me.; Boston, Mass.; New York, N. Y.; Philadelphia, Pa.; Baltimore, Md.; Newport News and Norfolk, Va.; Jacksonville, Port Everglades, and Miami, Fla.; Mobile, Ala.; New Orleans, La.; Galveston and Houston, Tex.; San Diego, Los Angeles, and San Francisco, Calif.; Portland, Oregon; and Seattle and Tacoma, Wash. Other ports may be designated in special cases by the Chief of the Bureau.

Balance, favorable. *See* Trade balance; Balance, foreign.

Balance, foreign. (*See* Trade balance.) The foreign balance, of a nation or an individual person or firm, is the amount to his or its credit abroad, or the amount he or it owes abroad. If it is a credit balance, it is also called a *favorable balance;* if a debit, an *unfavorable balance.*

Balance (of) payments. *See* Trade balance; Payments, balance of.

Balance (of) shipping. *See* Shipping balance.

Balance (of) trade. *See* Trade balance.

Balance, unfavorable. *See* Trade balance; Balance, foreign.

Bale. In reference to cotton, five hundred pounds of lint cotton.

Bale tag. A nondetachable tag, stamp, or other means of identification.

Ballast. From the Danish *barlast.* A bare load, a bare cargo. The word is used to designate the heavy, weighty cargo which is taken on board a vessel or aircraft merely to steady it and to permit its navigation in case of a lack of other cargo. In ship-chartering language, *ballast* is equivalent to *dead cargo.*

Baltimore "C" charter. *See* Grain charter.

Bank. The institution which deals in money and credits and the instruments which represent either or both is an important factor in all foreign trade transactions, if only for the fact that it diminishes the actual need for cash to carry on such trade, and because it will discount the otherwise idle "paper" for both importers and exporters. Its functions extend from the buying and selling of foreign exchange and the discounting of or loaning on drafts, their collection and negotiation, to every phase of importing and exporting in one form or another, so that its services are most helpful and beneficial to all in any way interested in foreign trade. Since the Federal Reserve Act made it permissible for American banks, duly authorized, to establish foreign branches and for member banks to discount drafts out of foreign trade (made possible by the provisions of section 13 of the act), the banking service of the United States, from an international point of view, has rapidly grown and expanded in practically all directions. Apart from government-created facilities for foreign banking, such as the Export-Import Bank and the Reconstruction Finance Corporation, banks have become very conscious of the importance of foreign trade for them, and vice versa. This interest has been expressed not only by the active participation by the banks in all foreign trade transactions insofar as they come within the financial realm, but also by the creation of foreign departments, branches in foreign countries, and the establishment, whenever possible and within the limit of the bank's general policies, of (overseas) corresponding banks. The latter serve for mutual representation and thus facilitation and exchange of opportunities which offer themselves in the United States and, vice versa, in the foreign country where the branch or correspondent is located. (*See the various headings of banking:* Draft; Check; Collection; Discount; Deposit.)

Services which banks render to those interested in foreign trade include assistance to American concerns by making surveys in foreign countries for the purpose of finding new suitable markets and new possible sources of supply; setting up export departments or foreign divisions; consultation on exchange laws of the various foreign countries; the establishment of agency arrangements, branches, and subsidiaries for local manufacturing or selling purposes; and consultation on problems that may be presented by existing or future conditions.

Bank, advising. *See* Letter of credit, *heading:* "Form of credit"; Advice.

Bank branches abroad. Some United States banks have opened branches in foreign countries in order to take advantage of all opportunities offered as well as to serve better their foreign and domestic customers.

The Board of Governors of the Federal Reserve System (*see* Federal Reserve System) may grant authority to national banks to establish branches in foreign countries or dependencies or insular possessions of the United States or to invest in the stock of banks or corporations engaged in international or foreign banking. It also supervises the organization and activities of corporations organized

under Federal law to engage in international or foreign banking. (*See also* Branch banks, abroad.)

Bank, clearing. *See* Clearing house, bank.

Bank commission. *See* Commission, bank.

Bank, confirming. *See* Letter of credit, *heading:* "Form of credit."

Bank correspondents (corresponding). Most of the leading banks in the United States, Canada, and other countries have correspondents all over the world, that is, in all important shipping and trading as well as financial centers where they do not maintain their own branches. These correspondents offer depository facilities not only for their local customers, but also for foreigners, and, further, specialized collection service (*see* Draft, collection of) and the establishment and honoring of commercial letters of credit (*see* Letter of credit *headings*) as well as travelers' checks and letters of credit. Such correspondents effect clean (*see* Draft, clean) and documentary credit collections, conduct foreign exchange and security transactions within the scope of control regulations or restrictions (where these exist), and maintain all the numerous banking services which are needed to cover fully the requirements of the foreign trader, both importer and exporter, the commission merchant, the forwarder, and so forth. In this manner, all the banks which are equipped and willing to handle foreign trade departments or foreign business for the trader or other interested persons, offer services both ways, that is, to the citizens of their own countries as well as those of foreign lands where they have branches or correspondents. Thereby their domestic clients, wherever they may be, have the facilities and advantages of services in the foreign field, which include, for example, in addition to the above: import commercial letters of credit; effecting remittances in United States dollars and foreign currencies; handling collections both at home and abroad (in addition to the collections which deal exclusively with foreign trade, that is, which are made abroad) both clean and documentary; and providing all such other services as meet the commercial and banking needs of the people where the correspondents are located as well as of the foreign traders who sell to or buy from them.

Bank discount. *See* Draft, discounting (of).

Bank draft. *See* Draft, banker's.

Bank, foreign remittances and transfers of funds. (*See* Remittance.) The banks handle a large volume of transfers and remittances of funds to foreign countries by mail (*see specimen, page 750*) or cable and through the sale of drafts drawn on their branches and correspondents. Such transactions may be in terms of dollars or in foreign currencies. Deposits are accepted for the credit of accounts of banks, commercial houses, and individuals domiciled abroad, and the execution of payment orders originating abroad in favor of concerns and individuals in this country is also dealt with. (*See specimens, pages 751, 763.*)

The reproduced "Credit to Account of Foreign Depositor" results in the opening of an account for the person in whose favor it is established, in the bank's books of *depositors domiciled abroad.* Also reproduced is an order for a cable transfer. (*See specimen, page 734.*) (*See* Cable transfer.)

Bank guarantee. The bank guarantee, while not a credit instrument, is similar to the letter of credit and the authority to purchase. It is a statement issued by the importer's bank, guaranteeing the exporter payment of drafts drawn in accordance with certain stipulations. The drafts may be drawn against the issuing bank, in

which case the agreement is similar to a "negotiation credit," or the drafts may be drawn against the importer. Bank guarantees may, however, extend to only a portion of the amount of the draft, or they may be continuing. (*See specimen, pages 825–826. See* Letter (of) credit; Authority to purchase.)

Bank, issuing. *See* Issuing house; Letter of credit, *heading:* "Form of credit."

Bank liability. *See* Letter of credit, *heading:* "Liability."

Bank money. *See* Agio.

Bank notes. *See* Notes, bank.

Bank, notifying. *See* Letter of credit, export; Letter of credit, *heading:* "Form of credit."

Bank, opening. *See* Letter of credit, *heading:* "Form of credit."

Bank, Reserve. *See* Reserve bank.

Banker's bill. *See* Draft, banker's.

Banker's check. *See* Check, banker's.

Banker's draft. *See* Draft, banker's.

Bankers' acceptance. *See* Letter of credit, acceptance.

Bankers Association for Foreign Trade. The special purposes and objects of this association are to afford an agency for interchanging information, opinion, and data on international banking and foreign trade; to conduct research and investigation on these and related subjects; to publish information pertaining to these subjects and to stimulate public interest in international banking and foreign trade by such publication, conventions, meetings, and addresses; to further these purposes in any appropriate manner; to originate, approve, and support desirable legislation on these subjects and to oppose the enactment of laws or the issuance of administrative rulings detrimental to international banking and foreign trade; to originate and secure the adoption of uniform, fair, and beneficial practices among bankers in connection with matters pertaining to foreign commerce; and to engage in any other activities tending to promote sound banking practices and to promote public interest in foreign trade.

Membership is composed of banks located in the United States and Canada, together with representatives and agencies of foreign banks which maintain offices in the United States.

Banking Act. The Banking Act (of 1933) is an act to provide for the safer and more effective use of the assets of banks, to regulate interbank control, to prevent the undue diversion of funds into speculative operations, and for other purposes.

Banks, foreign, in the United States. Many leading foreign banks have branches in the United States. They perform all the services which are outlined under the heading "Bank correspondents." Such banks, established in New York, Boston, Chicago, San Francisco, and other cities and ports in the United States, offer their services both to foreign traders and citizens in their own country and to the United States citizens who have banking requirements in or with their home lands.

Bare boat. *See* Charter, bare boat; Ballast.

Bare cargo. *See* Ballast.

Bare load. *See* Ballast.

Bargaining tariff. *See* Tariff, bargaining.

Barratry. Any illegal or unlawful dealings with a vessel or her cargo by her master or crew. These may include smuggling, privateering in wartime, blockade running, piracy, or acts by which the owners could be defrauded or hurt. It constitutes, therefore, a fraudulent breach of duty (toward the owners of vessel or cargo) by the master or the crew, or both, to the injury of owners of ship or cargo.

Barratry insurance. *See* Insurance, barratry.

Barrels. Their capacity varies accord-

ing to their contents and country of origin. For cottonseed oil, for example, they must be neither under 360 pounds nor over 440 pounds net each. On the other hand, for animal oils and fats, they must contain neither less than 45 gallons nor more than 58 gallons.

For certain commodities, very specific instructions and definitions also exist regarding the quality of barrels for shipments. The New York Produce Exchange, for example, demands the following in its rules regulating business in animal oils and fats:

> Wooden barrels shall be made of well seasoned timber, and shall be hooped not lighter than as follows: either with six steel or iron hoops, the head hoop 1¾ inches wide, No. 17 gauge U. S. Standard, the quarter hoop 1½ inches wide, No. 18 gauge, and the bilge hoop 1¾ inches wide, No. 17 gauge; or with 8 steel or iron hoops, the head hoop 1¾ inches wide, No. 17 gauge, the collar hoop 1½ inches wide No. 18 gauge, the quarter hoop 1½ inches wide No. 18 gauge, and the bilge hoop 1¾ inches wide No. 17 gauge.

Barriers, trade, artificial. *See* Trade barriers, artificial.

Barter. The exchange of one article, material, or commodity, for another without the use of any intermediate substance such as money. It therefore necessitates the interest and meeting, directly or indirectly, between two persons who actually want what the other possesses and who are willing to part with all or part of their own possessions to obtain the other's property. There are also so-called "triangular barter" deals, by which one party, let us say, in London, wants something that is available in Stockholm. The Stockholm party is not desirous of obtaining any products from the Londoner, but wants something which is obtainable in Istanbul, where, on the other hand, the Turkish partner of this deal does not want what the person in Sweden can offer but precisely what the Englishman has. Thus, the Turkish articles or materials go to Sweden, the Swedish to London, the British to Turkey, completing the triangular deal. In either case, whether a barter is carried out between two or three persons, there must be simultaneous possession and desire on the part of all concerned, each of them having something one of the others wants, so that he can satisfy their desires with his property and have them satisfy his own with theirs. Barter deals can, of course, also be forced by circumstances, and the very absence of the usual substance—currency which is internationally usable, gold, or credits—may create the desire and necessity for barter. But while barter played quite an important role in the period between the First and the Second World Wars, it is nevertheless the most primitive exchange of merchandise or produce known to man. In the period referred to, however, barter deals were nothing but the result of the depression throughout the world, exchange restrictions and regulations, lack of gold and of internationally salable currencies by many nations, and the increase of the growing desire of nations to "buy only from those who buy from us."

Base, metallic. *See* Metallic base.

Basis. The foundation, the base on which calculations are made, agreements entered, goods graded, and the like. (*See* Cotton exchange; Basis, grade.)

Basis, grade. *See* Commodity exchange, futures contract; Cotton exchange.

Batten. From the French *baton*, "staff, stick." A strip of wood used to nail across other pieces to strengthen or fasten them. In marine language, it means fastening down, "battening down the hatches," of a vessel.

Bear. A term used to designate a man who sells securities or commodities which he does not possess, at a price which he considers higher than the price for which he may actually buy the securities or commodities, when under the terms of his sale he has to deliver them. In stock exchange language, the "bear" sells short, speculating on the anticipated decline in price (of the securities or commodities he thus sold) when he has to produce or deliver or settle for them. (*See* Bull.)

Bearer. *See* Draft; Draft, negotiable.

Beneficiary. The person who is to receive or has received the benefits under a policy of insurance, an annuity, an agreement, a letter of credit, a draft, an estate, or the like. (*See* Letter of credit, *headings:* "General Provisions"; "Documents.")

Benefit (of) drawback. *See* Drawback.

Berth. The place where a ship lies or is anchored. (*See* Charter, berth.)

Berth cargo. Cargo taken by a ship at less than the regular rates in order to fill its hold and complete the cargo. (*See* Charter, berth.)

Berth charter. *See* Charter, berth.

Berth deck. A name applied to the deck (of a man-of-war or naval vessel) on which the crew swings its hammocks.

Berth freight rate. The rate of freight payable for cargo delivered to a ship at its berth. In many cases the owners or charterers of a ship (*see* Charter, berth) are not sure where their ship will be berthed, or how long it will stay at the initial berth, such as the dock, or in the river or bay. This is especially true if owners or charterers have not sold the entire cargo space when berthing the ship, so that it may be moved from one dock, mooring, or anchorage to another until it is ready to sail. Therefore, the freight rate is quoted for cargo delivered at the ship's berth, wherever this may be, expense of trucking and lighterage being borne by the shipper.

Berth traffic. *See* Charter, berth.

Berthage. The name applied to the anchorage or mooring place of a vessel. Also the toll, fee, tax, or duty paid for anchorage by a vessel.

Berthed. Expression used to indicate that a ship has been provided with an anchorage or mooring place.

Beyond control. A protective clause, often also worded "beyond reasonable control," in connection with guarantees of time (delivery) limits, performances, or other undertakings which may be impossible for the guarantor to carry out, owing to circumstances which he cannot control, termed "beyond control."

Bid, closed. The offering of a price, for payment of an article, for example, in an auction (*see* Auction), on a closed, sealed, written form, thus not disclosing the offer publicly. (*See* Auction (on) closed bids.)

Bid, open. A bid made by word of mouth (at an auction or otherwise) in a manner to disclose the actual price offered, at the time that the offer is made, to all who are interested, and publicly. (*See* Bid, closed.)

Bid, public. *See* Tender.

Bilateral. Relating to two sides, or to two parties. (*See* Multilateral.)

Bilateral treaty. A treaty between two nations.

Bill, banker's. *See* Draft, banker's.

Bill, memorandum. *See* Invoice, memorandum.

Bill, money. Paper money, in contrast to coined money.

Bill No. *See* Number (of) invoice.

Bill of Exchange Act, English. *See* Promissory note.

Bill of exchange or **draft** (which latter is used in this book, so that all headings looked for under "Bill of exchange" are to be found under "Draft"). A written order for a certain sum of money, to be transferred

on a certain date from the person who owes the money or agrees to make the payment (the *drawee*), to the creditor to whom the money is owed (the *drawer* of the bill). (*See* Promissory note.) Thus, it is the creditor, or the drawer, who actually draws, or in other words fills out, the bill of exchange as to the amount due and the date on which it is to be paid, and addresses it to the debtor, the drawee. In case of a time draft, it is accepted or signed by the drawee (who thereby becomes the acceptor) and then can be sold or discounted. (*See* Draft; Drawer; Drawee; Acceptor; Discounting of acceptance; Endorsement, *and the like, and under various headings beginning with* Draft; First of exchange; Second of exchange; *see page 790.*)

Bill of health. The master of every vessel or aircraft required to make entry in a port of the United States must undergo quarantine inspection (*see* Vessel entry). The quarantine officers are the first to go on board on arrival. After examination of passengers and crew, if all are found healthy, the vessel may enter (*see also* Quarantine; Port sanitary statement). (*See specimen, page 707.*)

Bill of lading. Abbreviated *B/L.* (*For air shipments, see* Air waybill.) The bill of lading is the receipt for the goods received by or loaded on a carrier (by sea and land; for air, called *air waybill* or *airwaybill*) and at the same time the contract between the shipper and the carrier. (*See* Bill of lading *headings and* Railroad *headings.*) Therefore, it is the contract of carriage issued to the shipper by the carrier receipting for the goods and setting forth the conditions under which they will be carried. The contract stipulates where the goods for which receipt is given are to be delivered, the freight charges to be paid, when and by whom, and the like (*see specimens, pages 708–729*). These bills are generally, and with few exceptions, prepared by the shipper, for which purpose steamship companies, and other carriers, furnish the necessary standard forms, in blank. Generally, there are three originals, so marked on their face, and a number of copies which varies according to the rules and requirements of the different carriers or shippers (*see* Air waybill). This receipt for the merchandise, therefore, whether issued by a steamship company or by other carrier (railway, airline, truck, and so forth), represents a definite agreement between shipper and carrier, since the conditions of the bills are not uniform, depending upon the nature of the carrier, the conditions and usages at port of shipment or destination, and other individual factors and requirements. (*See also other* Bill of lading *headings following this one.*) The bill of lading is a certificate of ownership, conveying title to the goods to which it refers, and can be used to transfer such ownership of the goods (*see* Bill of lading, negotiable), with certain exceptions, besides being an agreement with respect to services and their compensation between carrier and shipper. (*See specimens, pages 708–729;* Bill of lading, United States law (on); Responsibilities and liabilities, carrier and ship.)

For all these reasons, the carrier or its agent generally only delivers the goods covered by a negotiable bill of lading if the duly signed or endorsed bill is produced. Also, the Customs consider the holder of a duly signed or endorsed bill of lading to be the owner of the imported goods and such common carrier bill of lading the best evidence of the right to make entry (*see* Bill of lading, Customs; Entry (of) goods). Some countries require legalization of the bill of lading by their

consul at the place or port of shipment (*see* Invoice, consular) to give official proof of the accuracy of the bill as regards the origin, quantity, and mode of shipment of the relative merchandise. (*See also* Steamer documents, outgoing and incoming.)

Bill of Lading Act. *See* Bill of lading, United States law (on).

Bill of lading, aircraft. *See* Air waybill.

Bill of lading, alongside. *See* Letter of credit, *heading:* "Documents."

Bill of lading, bank requirements. *See* Letter of credit, *heading:* "Documents."

Bill of lading, charter party. *See* Letter of credit, *heading:* "Guiding provisions."

Bill of lading, clean. A bill of lading or air waybill which has no rider attached to it and/or bears no marginal notes or other evidence on its surface or on an allonge (*see* Allonge) indicating that the goods were in bad condition or damaged when received by the carrier. (*See also* Letter of indemnity.)

Bill of lading, copies. *See* Bill of lading, non-negotiable copies.

Bill of lading, cotton. *See* Bill of lading, port.

Bill of lading, custody. *See* Bill of lading, port.

Bill of lading, Customs. (*See also* Bill of lading.) While the bill of lading or air waybill for merchandise imported into the United States is considered to constitute the best evidence of the right to make entry (*see* Entry (of) goods), a shipping receipt or other document presented in place of the bill of lading must bear a certificate by the carrier, as prescribed by the law (that is, the Tariff Act), unless entry is made by the actual consignee in person or by his duly authorized agent. Extracts from bills of lading must also be certified by the carrier bringing the merchandise to the port at which entry is made, in order to be accepted. In the case of consolidated shipments, separate entries are permissible only if the original bill of lading for the total shipment is deposited with the collector, together with the certified duplicate bill of lading (the carrier's certificate covering the entire shipment) for permanent retention by the collector.

Bill of lading, domestic. The domestic bill of lading, issued by a railroad, air carrier, or trucking company that carries the goods to the seaboard, must there be exchanged against the steamer B/L or trans-ocean air waybill. There are several forms of domestic bills of lading (*see* Bill of lading *headings*), known as the *Uniform Straight Bill of Lading*, as well as the *Uniform Order Bill of Lading*, both of which are used for handling shipments of export freight as well as those of imported goods. Jointly with the Railroad Bill of Lading are issued the Shipping Order and the Memorandum Bill of Lading, the latter being an acknowledgment of the issuing of the Original Bill of Lading (*see specimens, pages 716–727*). (*See* Bill of lading, unification.)

Bill of lading, endorser. *See* Letter of credit, *heading:* "Documents."

Bill of lading, export. *See* Bill of lading, through.

Bill of lading, forwarder's. The forwarder's bill of lading is not binding on any carrier. It is a receipt for the merchandise, containing a description of the goods and the name of the port of destination overseas. It is the forwarder's personal certificate confirming that he has received the goods and addressed them to his agent at the port of destination. It is not a guarantee that the goods have been received by steamer or aircraft. For that reason, a forwarder's bill of lading has no standing for bank purposes. Banks will refuse to make payments under letters of credit when a forwarder's bill of lading is presented in

place of a bill of lading issued by the actual carrier. (*See* Letter of credit, *heading:* "Documents.") By the same token, banks will refuse to discount documentary drafts when the bill of lading presented is that of a forwarder. (*See* Freight forwarding (procedure, foreign); Draft, documentary; Responsibilities and liabilities, carrier and ship; *see specimen, page 713.*)

Bill of lading, foul. A bill of lading or air waybill is called *foul* when, contrary to the *clean bill of lading*, it shows by marginal notes, rider, or otherwise that all or part of the shipment to which it refers is in bad condition or damaged. It creates difficulty with banks when intended to be used as collateral. (*See also* Letter of indemnity.)

Bill of lading, full set. (*See* Documents, full set; Letter of credit, *heading:* "Documents.") When more than one negotiable bill of lading is issued, the number of such total issued is marked on each individual document, and the banks generally insist on receiving the total number of bills issued, or the "full set." Extra copies generally are kept by steamship company and shipper. (*See* Bill of lading, non-negotiable copies.)

Bill of lading, import. *See* Bill of lading, through.

Bill of lading, law (on). *See* Bill of lading, United States law (on).

Bill of lading, local. This is a bill of lading covering transit of the goods by one carrier from the port or place of loading to the port or place of discharge, the transportation being either within one country or between two countries. Thus, local bills of lading are issued by domestic carriers in the United States to cover the transit of the goods to seaboard for export, and they are also issued by steamship lines and other carriers in foreign trade as a contract for transportation between a United States port or place and a foreign port or place. A *local* bill of lading should be distinguished from a *through* bill of lading, which might be issued from the interior of the United States to a foreign country, involving more than one carrier (*see* Bill of lading, through).

Bill of lading, memorandum. *See* Bill of lading, domestic.

Bill of lading, minimum. Issued by a carrier for the minimum amount for which it will issue a bill of lading, which in the case of steamers is generally not less than five dollars. (*See* Parcel receipt.)

Bill of lading, motor vessel. *See* Letter of credit, *heading:* "Documents."

Bill of lading, negotiable. When an order bill of lading is endorsed in blank, it becomes negotiable and the carrier will deliver the goods to whoever presents the so endorsed bill of lading. While all original bills of lading (full set) are negotiable, one is sufficient to obtain goods. On the other hand, if bills are drawn to order of the consignee, his endorsement makes it negotiable, and if they are drawn to order of the shipper, he must endorse it before it can be transferred and, therefore, before the goods it represents can be conveyed to a third party. The endorsement itself can be made to a specific third person or firm, a bank, or in blank; and, while one endorsed copy is sufficient, the full set of originals should be endorsed. (*See* Bill of lading; Letter of credit, *heading:* "Documents.") Besides the original endorsed bills of lading, remaining copies generally are kept by shipper and carrier for their records. (*See* Bill of lading, non-negotiable copies.)

Bill of lading, non-negotiable copies. These copies of the original bill of lading are generally kept by steamship company or other carrier and by shipper for their records, and also for the information of the consignee. Thus, a consignee can be informed of what has been shipped and how, before the

negotiable bills of lading will reach him through his local bank. These copies are also often required for filing purposes and for statistics by foreign consulates, and also for the issuing of certificates and the like. Thus, while they cannot be used for the delivery of the goods to which they have reference, they serve other purposes. One copy is reserved for the captain, who uses it for the manifest (*see* Manifest; Steamer documents, outgoing and incoming).

Bill of lading, ocean. (*See specimens, pages 708, 716, and 725.*) The receipt for the goods delivered to or on board a vessel, specifying the conditions and terms of carriage, the character of the goods shipped, and their weights, measurements, and destinations, as well as the person to whom the goods are consigned or who is to be notified of their arrival. The bill of lading does not convey title to the goods until it is properly endorsed. It is made up by the shipper and must be based on the dock receipt which the steamship line issues on receiving the cargo at the pier, the dock receipt being exchanged for the bill of lading. Usually, three bills of lading are signed, although the various shippers may ask for more unsigned (and therefore not negotiable) copies for different purposes and uses in their offices. (*See various* "Bill of lading" *headings;* "Draft" *headings;* "Documents" *headings;* Steamer documents, outgoing and incoming.) On shipments going to certain countries, it is necessary to present the bill of lading for visa along with the other documents; otherwise, it will not serve at destination.

Ocean bills of lading are issued as straight bills of lading and order bills of lading. The former is a nonnegotiable document by which the transportation company acknowledges receipt of cargo and contracts to move it; surrender of original copy is not required for delivery of cargo except when necessary for identification. The order bill of lading is a negotiable document acknowledging receipt of cargo and contracting to move it; surrender of the original properly endorsed is required on delivery of the cargo. The ocean bills of lading are of two classes, "received for shipment" and "shipped," or "on board." The former is issued for a named steamer in which space has been previously reserved, when goods are in the possession of the steamship company; the latter is issued only after the goods have been loaded on the vessel. English banks often stipulate "on board" bills of lading in issuing a letter of credit. The ocean bill of lading is not only the final receipt from the carrier, but is a contract between the carrier and shipper. It may be used as a negotiable document and as a basis of a draft if drawn to order of shipper. Drafts or bills of exchange to which are attached shipper's invoice, ocean bill of lading, and insurance policy constitute methods commonly used in making foreign-trade financial settlement. A number of copies of the bill of lading are necessary, of which at least two are negotiable if settlement is by draft. The shipper is usually required to prepay all freight charges before the steamship company surrenders the bill of lading. (*See* Letter of credit, *heading:* "Documents"; Responsibilities and liabilities, carrier and ship.)

Some freight forwarders who have the facilities, as part of their services accept goods to be forwarded "freight collect" (while the steamship companies generally require prepayment), paying the freight for the manufacturer or exporter. (*See* Bill of lading, forwarder's.)

After almost 50 years of effort to foster uniformity in the law on ocean bills of lading, this was achieved by international convention at the Hague in 1921, the resulting document being

known as the Hague Rules, now accepted by all leading maritime nations. The acceptance of these rules by the United States is contained in the United States Carriage of Goods by Sea Act, 1936. Every ocean bill of lading issued in the United States for carriage of goods in foreign trade must contain a so-called "paramount" clause, stating that it is subject to the provisions of that Act. (*See* Hague rules; Bill of lading, United States law on.)

Bill of lading, on board. *See* Bill of lading, ocean; Letter of credit, *headings:* "Documents" *and* "Guiding provisions."

Bill of lading, original. This is the original bill of lading, which is negotiable, provided that it is an order bill. Generally three such "originals" are issued, known as the "set" or the "full set," the carrier noting the total number of the originals on each original issued. When negotiating the originals, the bank will require the full set, although one of them, properly endorsed, is sufficient to obtain the goods; if delivery is made against one of the bills of lading, the others are thereby automatically rendered void. (*See* "Bill of lading" *headings;* Draft, documentary; Steamer documents, outgoing and incoming.)

Bill of lading, port. (*See* Letter of credit, *heading:* "Documents.") This refers to the "Port" or "Custody" bills of lading for shipments of cotton from the United States of America, drawn under the "Liverpool Cotton Bill of Lading Conference" of 1907.

Bill of lading, railroad. When shipping goods to the seaboard for export, this fact should be marked on the bills of lading: "for export." (*See* Railroad bill of lading.) If shipments are made in carload lots, and the goods are moving to New York or other port having free lighterage, then, besides the addition "for export," the words "lighterage free" should be entered also on the document, as carload lots are entitled to such free lighterage. Moreover, such "for export" carload lots are also entitled to free storage at port of shipment or exit, generally extending to several days. These items, lighterage and storage, not being charged for in this instance, mean a great saving to the eventual consignee or buyer of the goods, as both items may sometimes total more than the ocean freight, or almost as much. The carload itself, in the lighterage district of a port, can be broken up into two or three lighter cargoes, within the free lighterage zone. On the railroad bill of lading, the name of the shipping agent, the forwarder, or the shipper's own agent should be inserted, with the request "to notify," which will cause the carrier to notify the person or firm so named of the arrival of the goods. This notification is generally given, however, only in the city or port to which the goods are being shipped. The notation "for export" is also necessary to assure the lower export freight rates for the shipment. (*See* Railroad uniform through bill of lading.) For imports, the railroad also allows 15 days' storage and will lighter goods free, for complete carloads. The railroad will also arrange—except provide the necessary bond—for inland transportation of merchandise which the importer arranges with Customs to have examined and appraised at an inland collection port (*see* Collection districts and ports (Customs)). The railroad can generally get to any steamer with lighters, but if not, trucks are used by some of the roads, provided for by the phrase "trucks in lieu of lighterage," for import and export merchandise. (*See specimens, pages 714–715, 718–721, 727.*)

Bill of lading, received for shipment. *See* Bill of lading, ocean; Letter of credit, *heading:* "Documents."

Bill of lading, sailing vessel. (*See* Letter of credit, *heading:* "Documents.") It is not recognized by banks.

Bill of lading, ship. *See* Bill of lading, ocean.

Bill of lading, shipped. *See* Bill of lading, ocean.

Bill of lading, short form. A condensed and abbreviated form of the regular ocean bill of lading. (*See specimen, pages 725–726.*)

Bill of lading, steamship (or **steamer**). *See* Bill of lading, ocean.

Bill of lading, straight. A bill of lading made out to a named consignee, and in this form it is not negotiable. It is therefore issued only for shipments to a specified person (*see* Bill of lading, to order), and cannot be negotiated. (*See* Bill of lading, ocean.)

Bill of lading, summary. *See* Manifest.

Bill of lading, through. (*See* Letter of credit, *heading:* "Documents.") The bill of lading covering shipment on one and the same (straight or to order) bill from point of shipment to port or point of destination, involving transportation by more than one carrier. It is also the term used for a bill of lading issued by a steamer from port of shipment either to an outport or to a point inland in the country of destination, including any transshipment or land carriage necessary to make such delivery. (*See also* Railroad uniform through bill of lading.)

Bill of lading, to order. This is a bill of lading made out to the order of the shipper, and endorsed by him either in blank or to a named consignee. The purpose of this type of bill of lading is to protect the shipper against the consignee obtaining possession of the goods before he has paid or accepted the relative draft. A steamship company will not deliver goods covered by a to order bill until ownership is proved by presenting the original endorsed bill. However, problems exist in connection with to order bills of lading for Latin American countries, where delivery of incoming cargo is the function of the Customs authorities and is not entrusted to steamship lines or their agents. The laws of a few Latin American countries prohibit to order bills of lading, and in some other Latin American countries, these bills are not accorded the same protection as in Europe and the United States. For example, while the shipper legally retains title to and therefore possession of the goods as represented by "to order" bills of lading, they are not recognized on straight sight draft shipments in certain Latin American republics: Colombia, Honduras, and Venezuela. To protect himself, the shipper has to consign the goods to an actually existing local firm or person in order to ship safely on straight sight draft terms to these countries. It is therefore customary to consign the shipment to a local custom house broker, an agent, or a local bank, who releases the goods against payment.

In shipping parlance, a distinction is made between a bill of lading made out to the order of the shipper and a bill made out to the order of the consignee. The latter bill does not give the shipper as much protection as a bill drawn to his own order. As a rule, when a bill of lading is to the order of a consignee, he can get the goods from a steamship line, without presenting the bill of lading, by posting a bond.

Bill of lading, to order, notify (or **care of**). For goods shipped on a "to order" bill of lading, any person named "to be notified" ("to notify" or "care of") will be duly advised of the arrival or expected arrival of the goods by the carrier or his agent, at the destination as stated on the bill of lading itself. This addition "to notify" is usually made on the margin of the bill of lading. (*See* Arrival notice.)

Bill of lading, unification. (*See* Bill of lading; Bill of lading, United States law (on).) The international convention agreed to in 1924 at Brussels, Belgium, and ratified by the United States on June 29, 1937, for the unification of certain rules relating to bills of lading:

ARTICLE 1.—In this convention the following words are employed with the meaning set out below:

(*a*) "Carrier" includes the owner of the vessel or the charterer who enters into a contract of carriage with a shipper.

(*b*) "Contract of carriage" applies only to contracts of carriage covered by a bill of lading or any similar document of title, insofar as such document relates to the carriage of goods by sea; it also applies to any bill of lading or any similar document as aforesaid issued under, or pursuant to, a charter party from the moment at which such instrument regulates the relations between a carrier and a holder of the same.

(*c*) "Goods" includes goods, wares, merchandise, and articles of every kind whatsoever except live animals and cargo which by the contract of carriage is being carried on deck and is so carried.

(*d*) "Ship" means any vessel used for the carriage of goods by sea.

(*e*) "Carriage of goods" covers the period from the time when the goods are loaded on to the time they are discharged from the ship.

ART. 2.—Subject to the provisions of article 6, under every contract of carriage of goods by sea, the carrier, in relation to the loading, handling, stowage, carriage, custody, care, and discharge of such goods, shall be subject to the responsibilities and liabilities, and entitled to the rights and immunities, hereinafter set forth.

ART. 3.—1. The carrier shall be bound before and at the beginning of the voyage to exercise due diligence to—

(*a*) Make the ship seaworthy.

(*b*) Properly man, equip, and supply the ship.

(*c*) Make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage, and preservation.

2. Subject to the provisions of article 4, the carrier shall properly and carefully load, handle, stow, carry, keep, care for, and discharge the goods carried.

3. After receiving the goods into his charge, the carrier or the master or agent of the carrier shall, on demand of the shipper, issue to the shipper a bill of lading showing, among other things:

(*a*) The leading marks necessary for identification of the goods, as the same are furnished in writing by the shipper before the loading of such goods starts, provided such marks are stamped or otherwise shown clearly upon the goods if uncovered, or on the cases or coverings in which such goods are contained, in such a manner as should ordinarily remain legible until the end of the voyage.

(*b*) Either the number of packages or pieces or the quantity or weight, as the case may be, as furnished in writing by the shipper.

(*c*) The apparent order and condition of the goods.

Provided that no carrier, master, or agent of the carrier shall be bound to state or show in the bill of lading any marks, number, quantity, or weight which he has reasonable grounds for suspecting not accurately to represent the goods actually received or which he has had no reasonable means of checking.

4. Such a bill of lading shall be prima facie evidence of the receipt by the carrier of the goods as therein described in accordance with paragraph 3 (*a*), (*b*), and (*c*).

5. The shipper shall be deemed to have guaranteed to the carrier the accuracy at the time of shipment of the marks, number, quantity, and weight as furnished by him, and the shipper shall indemnify the carrier against all loss, damages, and expense arising or resulting from inaccuracies in such particulars. The right of the carrier to such indemnity shall in no way limit

his responsibility and liability under the contract of carriage to any person other than the shipper.

6. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods, into the custody of the person entitled to delivery thereof under the contract of carriage, such removal shall be prima facie evidence of the delivery by the carrier of the goods as described in the bill of lading.

If the loss or damage is not apparent, the notice must be given within 3 days of the delivery.

The notice in writing need not be given if the state of the goods has at the time of their receipt been the subject of joint survey or inspection.

In any event, the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within 1 year after the date of delivery of the goods or the date when the goods should have been delivered.

In the case of any actual or apprehended loss or damage, the carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods.

7. After the goods are loaded, the bill of lading to be issued by the carrier, master or agent of the carrier to the shipper shall, if the shipper so demands, be a "shipped" bill of lading, providing that if the shipper shall have previously taken up any document of title to such goods, he shall surrender the same as against the issue of the "shipped" bill of lading. At the option of the carrier, such document of title may be noted at the port of shipment by the carrier, master, or agent with the name or names of the ship or ships upon which the goods have been shipped and the date or dates of shipment, and when so noted, if it shows the particulars mentioned in paragraph 3 of article 3, it shall, for the purpose of this article, be deemed to constitute a "shipped" bill of lading.

8. Any clause, covenant, or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to or in connection with goods arising from negligence, fault, or failure in the duties and obligations provided in this article, or lessening such liability otherwise than as provided in this convention, shall be null and void and of no effect. A benefit of insurance in favor of the carrier or similar clause shall be deemed to be a clause relieving the carrier from liability.

ART. 4.—1. Neither the carrier nor the ship shall be liable for loss or damage arising or resulting from unseaworthiness unless caused by want of due diligence on the part of the carrier to make the ship seaworthy and to secure that the ship is properly manned, equipped, and supplied, and to make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried fit and safe for their reception, carriage, and preservation in accordance with the provisions of paragraph 1, of article 3. Whenever loss or damage has resulted from unseaworthiness the burden of proving the exercise of due diligence shall be on the carrier or other person claiming exemption under this article.

2. Neither the carrier nor the ship shall be responsible for loss or damage resulting or arising from:

(*a*) Act, neglect, or default of the master, mariner, pilot, or the servants of the carrier in the navigation or in the management of the ship.

(*b*) Fire, unless caused by the actual fault or privity of the carrier.

(*c*) Perils, dangers, and accidents of the sea or other navigable waters.

(*d*) Act of God.

(*e*) Act of war.

(*f*) Act of public enemies.

(*g*) Arrest or restraint of prices, rules, or people or seizure under legal process.

(*h*) Quarantine restrictions.

(*i*) Act or omission of the shipper or owner of the goods, his agent, or representative.

(*j*) Strikes or lockouts or stoppage or restraint of labor from whatever cause, whether partial or general.

(*k*) Riots and civil commotions.

(*l*) Saving or attempting to save life or property at sea.

(*m*) Wastage in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of the goods.

(*n*) Insufficient packing.

(*o*) Insufficiency or inadequacy of marks.

(*p*) Latent defects not discoverable by due diligence.

(*q*) Any other cause arising without the actual fault or privity of the carrier, or without the fault or neglect of the agents or servants of the carrier, but the burden of proof shall be on the person claiming the benefit of this exception to show that neither the actual fault or privity of the carrier nor the fault or neglect of the agents or servants of the carrier contributed to the loss or damage.

3. The shipper shall not be responsible for loss or damage sustained by the carrier or the ship arising or resulting from any cause without the act, fault, or neglect of the shipper, his agents, or his servants.

4. Any deviation in saving or attempting to save life or property at sea or any reasonable deviation shall not be deemed to be an infringement or breach of this convention or of the contract of carriage, and the carriers shall not be liable for any loss or damage resulting therefrom.

5. Neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with goods in an amount exceeding 100 pounds sterling per package or unit, or the equivalent of that sum in other currency, unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading.

This declaration, if embodied in the bill of lading, shall be prima facie evidence but shall not be binding or conclusive on the carrier.

By agreement, between the carrier, master, or agent of the carrier, and the shipper, another maximum amount than that mentioned in this paragraph may be fixed, provided that such maximum shall not be less than the figure above named.

Neither the carrier nor the ship shall be responsible in any event for loss or damage to, or in connection with, goods if the nature or value thereof has been knowingly misstated by the shipper in the bill of lading.

6. Goods of an inflammable, explosive, or dangerous nature, to the shipment whereof the carrier, master, or agent of the carrier has not consented with knowledge of their nature and character, may at any time before discharge be landed at any place, or destroyed or rendered innocuous by the carrier without compensation, and the shipper of such goods shall be liable for all damages and expenses directly or indirectly arising out of or resulting from such shipment. If any such goods shipped with such knowledge and consent shall become a danger to the ship or cargo they may in like manner be landed at any place or destroyed or rendered innocuous by the carrier without liability on the part of the carrier, except to general average, if any.

ART. 5.—A carrier shall be at liberty to surrender in whole or in part all or any of his rights and immunities, or to increase any of his responsibilities and liabilities under this convention provided such surrender or increase shall be embodied in the bill of lading issued to the shipper.

The provisions of this convention shall not be applicable to charter parties, but, if bills of lading are issued in the case of a ship under a charter party, they shall comply with the terms of this convention. Nothing in these rules shall be held to prevent the insertion in a bill of lading of any lawful provision regarding general average.

ART. 6.—Notwithstanding the provisions of the preceding articles, a carrier, master, or agent of the carrier and a shipper shall in regard to any particular goods be at liberty to enter into any agreement, in any terms, as to the responsibility and liability of the carrier for such goods, and as to the rights and immunities of the carrier in respect

of such goods or concerning his obligations as to seaworthiness so far as this stipulation is not contrary to public policy, or concerning the care or diligence of his servants or agents in regard to the loading, handling, stowage, carriage, custody, care, and discharge of the goods carried by sea, provided that in this case no bill of lading has been or shall be issued, and that the terms agreed shall be embodied in a receipt which shall be a nonnegotiable document and shall be marked as such.

Any agreement so entered into shall have full legal effect:

Provided that this article shall not apply to ordinary commercial shipments, made in the ordinary course of trade, but only to other shipments where the character or conditions of the property to be carried or the circumstances, terms, and conditions under which the carriage is to be performed are such as reasonably to justify a special agreement.

ART. 7.—Nothing herein contained shall prevent a carrier or a shipper from entering into any agreement, stipulation, condition, reservation, or exemption as to the responsibility and liability of the carrier or the ship for the loss or damage to, or in connection with, the custody and care and handling of goods, prior to the loading on, and subsequent to the discharge from, the ship on which the goods are carried by sea.

ART. 8.—The provisions of this convention shall not affect the rights and obligations of the carrier under any statute for the time being in force relating to the limitation of the liability of owners of seagoing vessels.

ART. 9.—The monetary units mentioned in this convention are to be taken to be gold value.

Those contracting states in which the pound sterling is not a monetary unit reserve to themselves the right of translating the sums indicated in this convention in terms of pounds sterling into terms of their own monetary system in round figures.

The national laws may reserve to the debtor the right of discharging his debt in national currency according to the rate of exchange prevailing on the day of the arrival of the ship at the port of discharge of the goods concerned.

ART. 10.—The provisions of this convention shall apply to all bills of lading issued in any of the contracting States.

ART. 11.—After an interval of not more than 2 years from the day on which the convention is signed, the Belgian Government shall place itself in communication with the governments of the high contracting parties, which have declared themselves prepared to ratify the convention, with a view to deciding whether it shall be put into force. The ratifications shall be deposited at Brussels at a date to be fixed by agreement among the said governments. The first deposit of ratifications shall be recorded in procès-verbal signed by the representatives of the powers which take part therein, and by the Belgian Minister for Foreign Affairs.

The subsequent deposits of ratifications shall be made by means of a written notification, addressed to the Belgian Government and accompanied by the instrument of ratification.

A duly certified copy of the procès-verbal relating to the first deposit of ratifications, of the notifications referred to in the previous paragraph, and also of the instruments of ratification accompanying them, shall be immediately sent by the Belgian Government through the diplomatic channel to the powers who have signed this convention or who have acceded to it. In the cases contemplated in the preceding paragraph, the said Government shall inform them at the same time of the date on which it received the notifications.

ART. 12.—Nonsignatory States may accede to the present convention whether or not they have been represented at the International Conference at Brussels.

A State which desires to accede shall notify its intention in writing to the Belgian Government, forwarding to it the document of accession, which shall

be deposited in the archives of the said Government.

The Belgian Government shall immediately forward to all the States which have signed or acceded to the convention a duly certified copy of the notification and of the act of accession, mentioning the date on which it received the notification.

ART. 13.—The high contracting parties may at the time of signature, ratification, or accession declare that their acceptance of the present convention does not include any or all of the self-governing dominions, or of the colonies, oversea possessions, protectorates, or territories under their sovereignty or authority and they may subsequently accede separately on behalf of any self-governing dominion, colony, oversea possession, protectorate, or territory excluded in their declaration. They may also denounce the convention separately in accordance with its provisions in respect of any self-governing dominion, or any colony, oversea possession, protectorate, or territory under their sovereignty or authority.

ART. 14.—The present convention shall take effect, in the case of the States which have taken part in the first deposit of ratifications, 1 year after the date of procès-verbal recording such deposit. As respects the States which ratify subsequently or which accede, and also in cases in which the convention is subsequently put into effect in accordance with article 13, it shall take effect 6 months after the notifications specified in paragraph 2 of article 11, and paragraph 2 of article 12, have been received by the Belgian Government.

ART. 15.—In the event of one of the contracting States wishing to denounce the present convention, the denunciation shall be notified in writing to the Belgian Government, which shall immediately communicate a duly certified copy of the notification to all the other States informing them of the date on which it was received.

The denunciation shall only operate in respect of the State which made the notification and on the expiry of 1 year after the notification has reached the Belgian Government.

ART. 16.—Any one of the contracting States shall have the right to call for a fresh conference with a view to considering possible amendments.

A State which would exercise this right should notify its intention to the other States through the Belgian Government, which would make arrangements for convening the conference.

The high contracting parties may give effect to this convention either by giving it the force of law, or by including in their national legislation, in a form appropriate to that legislation, the rules adopted under this convention. They may reserve the right—

1. To prescribe that, in the cases referred to in paragraph 2 (*c*) to (*p*) of article 4, the holder of a bill of lading shall be entitled to establish responsibility for loss or damages arising from the personal fault of the carrier or the fault of his servants which are not covered by paragraph (*a*).

2. To apply article 6, insofar as the national coasting trade is concerned, to all classes of goods without taking account of the restriction set out in the last paragraph of that article.

Done at Brussels, in a single copy, August 25, 1924.

See Responsibilities and liabilities, carrier and ship.

Bill of lading, United States law (on). The United States law on bills of lading is contained in three documents: the Harter Act of 1893, the Federal Bill of Lading Act of 1916, and the United States Carriage of Goods by Sea Act, 1936. The Harter Act of 1893 and the United States Carriage of Goods by Sea Act, 1936, are found in "Navigation Laws of the United States, 1940," obtainable from the United States Government Printing Office or in libraries. The Federal Bill of Lading Act of 1916 is 39 Stat. L., 538, Public 239, 64th Congress, August 29, 1916. Section 1 of the above act plainly states its application with respect to bills of lading of

common carriers. (*See* Bill of lading; Bill of lading, unification; Responsibilities and liabilities, carrier and ship.)

Bill (of) sale. The document confirming the transfer of ownership to certain goods to another person, in return for money paid or loaned.

Bill, time. *See* Draft, time.

Billing, direct. *See* Direct billing and shipping.

Billing instructions. Often part of export orders or indents. (*See* Indent.)

Bills, discounting (of). *See* Letter of credit, acceptance agreement; Draft, acceptance.

Bills, dollar. *See* Dollar bills.

Bills, long (or **drafts, long**). Drafts running sixty days or more.

Bills, short (or **drafts, short**). Drafts running less than sixty days.

Bills, treasury. Bills issued by a government, and which, something like Victory bonds, enable the supporter or buyer of the bills to lend less but eventually get more (at the time when the bills are repaid or become due). They are actually short credit instruments, issued by a government and part of its floating debt.

Bi-metal standard country. A country which has two metals as its currency standard (*see* Bimetallism).

Bimetallism. A currency system, the main components of which are coins minted from two metals, representing the value of the metals contained in them—both legal currency and both having a fixed rate of exchange. This fact enables the owner of the currency (coins) to exchange his paper or coins against the legally fixed rate of exchange, that is, the legally fixed weight and fineness of either or both of the two metals, at his option. (*See* Monometallism.)

Binder, insurance. *See* Insurance binder; Insurance, cover note.

Black list. A list containing the names of enemies of a country, wherever they may reside, which is the basis of a prohibition to do business with the per-

Blank endorsement. *See* Draft endorsement.

Blanket coverage. *See* Insurance policy, blanket.

Blanket insurance policy. *See* Insurance policy, blanket.

Block, gold. *See* Gold block.

Blockade. The maritime equivalent of a siege of an inland town, inasmuch as it constitutes the closing of a port by a fleet placed outside, preventing any entrance or clearance of vessels. Besides, the term can also be applied to the blockade of a whole country. As the running of a blockade by a master or crew generally results in their being captured or sunk, it is considered an act of barratry (*see* Barratry).

Blocked exchange. *See* Exchange, blocked.

Blocked funds. *See* Exchange, blocked.

Board of appraisers. Often mentioned in Customs regulations, and the like; since June 11, 1926, absorbed by the United States Customs Court.

Board of arbitration. *See* Arbitration.

Board of trade. From the point of view of the Commodity Exchange Act, means any exchange or association, whether incorporated or unincorporated, of persons who shall be engaged in the business of buying or selling any commodity or receiving the same for sale on consignment. (*See* Contract market.)

Boat load. The meaning of *boat load* always depends on the commodity or cargo to which the term *boat load* is applied, or on special agreements or regulations which specifically state what a boat load shall mean or consist of. For example, the New York Produce Exchange, in its rules regulating the steamship trade among its members, specifically prescribes the meaning of the term (for grains) as follows:

> Grain, when engaged by the boat load, is understood to mean 8,000 bushels of wheat, 8,571.24 bushels of

of oats or buckwheat. On barley, 10,000 bushels when for the Continent, 8,333.16 bushels when for the United Kingdom, all five per cent more or less.

Bolsa de Mercadorias. The Portuguese equivalent of a commodity exchange. (*See* Commodity Exchange, Inc.)

Bona fide. Latin for "in good faith." Used in this sense in agreements and trade.

Bond. A legal, binding document by which a party obligates himself to pay a certain sum, on a certain date or within a specified time, to another party included in the document. Bonds are used to designate also a certain type of security. In connection with international trade, they are principally employed in the importation of goods into the United States, and further in connection with many other departments and activities of the Customs Service: carriers, declarations, withdrawals, and many other phases of the Customs laws, including the bonding of some of the officials (collector, comptroller, auditor, deputy collector) themselves. All such bonds are known as *Customs bonds* (*see list under heading* "Bond, Customs").

Another kind of bond is an obligation which is entitled to a fixed rate of interest and is often dealt with on the stock exchange. It is also issued as a Government Bond, by treasuries.

Bond, Customs. (*See* Bond.) Under many types of Customs transactions, bonds running to the Government will be exacted. Such bonds are required to be filed in the prescribed forms, in specified penal sums, and must be supported by proper sureties. In place of the required bonds, cash or other obligations of the United States may be deposited as security with appropriate Customs officers.

Merchandise forwarded from one port to another in the United States under any of the forms of transportation entries described under "Customs entry" is a shipment in bond. Such shipments must be transported by a common carrier bonded to the Government and must be delivered safely into Customs custody. In default of such delivery, the carrier is liable under its bond to the Government for liquidated damages computed in accordance with the terms of its bond as compensation for possible loss of revenue suffered by the Government. (*See* Transportation (in) bond.)

There are three classes of Customs bonds which must be given under United States' Customs statutes or regulations. The names of the principal and sureties, as well as their addresses, duly witnessed or attested, must appear on the bond, which must be dated the day on which it was actually executed, and all erasures, alterations, and other changes must be certified by the surety company or its agent to having been made prior to the execution of the bond, as no bond can be changed in condition or otherwise after it has been approved. The Customs Regulations set forth all bonds and their purposes and forms to be used in detail, but the following list gives their character and thus can be checked by those engaged in foreign trade in a summary way, for their information. The bond, when approved by the Treasury or Customs, that is, by the Secretary and Commissioner, respectively, bears the Customs Seal (*see* Customs seal):

1st class. Bonds approved by the Secretary of the Treasury (covering officers of the service, the subordinate officers and employees of which are not eligible as sureties on the bonds of their directing or employing officers):

Bonds of collectors, of comptrollers, and of the surveyor at New York.
Bond of Customs field auditor.
Bond of the deputy collector of Customs in charge of a port of entry.

2nd class. Bonds approved by the Commissioner of Customs:

Proprietor's warehouse bond.
Cartage contract bond.
Carrier's bond.
Blanket vessel, vehicle, or aircraft term bond.
General term bond for the entry of merchandise.
Blanket smelting and refining bond.

3rd class. Bonds approved by collectors:

Bond of Customs cartman or lighterman.
Bond of claimant of seized goods for costs of judicial condemnation.
Bond for the production of complete outward manifest or export declarations.
Bond to produce shipper's export declaration for goods exported to Canada or Mexico by car, vehicle, or ferry.
Term bond to produce shipper's export declaration for goods exported to Canada or Mexico by car, vehicle, or ferry.
Special single-entry carpet wool and camel's hair bond.
Special term carpet wool and camel's hair bond.
Immediate delivery and consumption entry bond (single-entry).
Immediate delivery and consumption entry bond (term).
Warehouse entry bond.
Single-entry bond.
Single-entry bond for exportation, or for transportation, or for transportation and exportation.
Term bond for exportation, or for transportation, or for transportation and exportation.
Bond for articles entered or withdrawn from warehouse conditionally free of duty.
Bond for temporary importations.
Bond for articles for exhibition.
Single-entry vessel, vehicle, or aircraft bond.
Vessel, vehicle, or aircraft term bond.
Bond on entry for or withdrawal from manufacturing warehouse (single entry).
Single-entry bond to produce bill of lading.
Antidumping bond.
Landing bond, to land spirits, wines, or other alcoholic liquors in foreign ports.
Single-entry bond to secure the payment of overtime services.
Term bond, to secure the payment of overtime services.
Special bond for merchandise.
Special bond for clearance of vessel penalized for carrying smoking opium or other narcotics.
Bond for entry and transportation of special delivery packages.
Special bond for exportation of convict-made goods.
Special bond for observance of neutrality.
Bond for release of examined packages.
Bond for an immediate liquidation of the entry of privileged merchandise.

(Forms for the execution of most of these bonds may be obtained from the collectors of Customs.)

While it would be physically impossible to give in this book specimens of all these bonds, and as it is, indeed, not even within its scope to do so, a few of them have nevertheless been selected as both illustrative and instructive, and as giving a better understanding of the entire subject outlined in concentrated form above. The following specimens, which are interesting and full of detail, will be found at the end of the book: a term bond for vessel, vehicle, or aircraft (*see specimen, pages 730–731*) (there is also a single-entry bond for this purpose, such as is provided for several categories of Customs bonds); a transportation entry and manifest of goods—to be shipped in bond—subject to

Customs inspection and permit (*see specimen, pages 807–808*); an entry for bonded manufacturing warehouse (*see specimen, pages 951–952*); and a transportation entry and manifest for transit goods in bond (*see specimen, pages 937–938*). Their actual uses you will find in the paragraphs which deal with foreign trade technique involving these bonds.

Bond, dollar. *See* Dollar bonds.

Bond, funding. *See* Scrip.

Bond, general average. A bond prepared by the general average adjuster wherein the owner of the goods binds himself to pay his proportion of the general average. Ordinarily, general average adjusters will not authorize delivery of the goods to the owner until he signs this bond. (*See* Average, general; Adjuster, general average.)

Bond, imports (in). *See* Imports (in) bond.

Bond (in). *See* In bond.

Bond, transportation (in). *See* Transportation (in) bond.

Bonded. *See* Bond.

Bonded carriers. *See* Carrier, common.

Bonded imports. *See* Imports (in) bond.

Bonded manufacturing warehouse entry. *See* Customs entry.

Bonded port. *See* Free port.

Bonded store. *See* Warehouse, bonded.

Bonded warehouse. *See* Warehouse, bonded.

Bonded zone. *See* Free port.

Bonds, dollar. *See* Dollar bonds.

Bonification. A sum of money paid to someone as a bonus or a present for services, over and above an agreed remuneration, or in cases where no remuneration was originally agreed upon.

Bonus, export. A subsidy or a special payment or credit guaranteed by a government in connection with the exportation of specific, or of all, products shipped abroad. (*See also* Subsidy.)

Book credits. *See* Bank, foreign remittances.

Book debts. The practice of firms who make entries in their books to describe their various dealings or deals with each other, debiting and crediting each other, and settling only for the final debts in the books, or *book debts*, at the end of a given period.

Booking permit. *See* Documents, transportation.

Border line. The boundary line between states or countries.

Bottom. Often used instead of *vessel* or *ship*. For example, an *American bottom* is a vessel sailing under the American flag.

Bound rate. *See* Rate, bound.

Boundary lines. The lines between countries or states.

Bounties. Concessions or grants made to certain industries or certain forms of trade by a government. They are of many varieties, and in some cases are also conferred by private interests. In connection with international trade, they may be granted directly or indirectly, for example, by special freight rates, special rebates, or loans, on export merchandise or commodities (*see also* Bonus, export; Subsidy).

Bourse des Marchandises. (*See* Commodity Exchange, Inc.) The French equivalent of a commodity exchange.

Boxing. *See* Packing.

Boycott. The refusal to deal commercially (or otherwise) with any person, firm, or country.

Branch. A local office or part of a central system, growing from it like a branch from the stem of a tree, but being part of the central system.

Branch banks, abroad, of United States banks. Made possible by the Federal Reserve Act, these are important to our foreign trade. They help to finance shipments, settle balances, and obtain and check on: general credit information, market conditions, prices of exports from and imports to the

United States, and similar facts. Under the Federal Reserve Act, banks of the Federal Reserve System, with one million dollars or more capital, may apply to the Federal Reserve Board for permission to open branches abroad. (*See* Bank branches abroad; Federal Reserve System.)

Branch, foreign. The office (or factory, etc.) abroad of a United States mother or stem house of which the branch remains a part; or, vice versa, the office in the United States of a foreign stem house, located abroad. The usefulness of foreign branches depends much on the products handled (for export or import), the personnel representing the firm's interests, and the general problems of distribution or collection of goods for shipment from or to the United States. They are, of course, useful and most profitable in many ways when, for example, they are the *technical* local agency of the stem firm, supplying competent engineers for the setting up of machines, for advice and consultation, for repairs, and also in connection with the stocking and supplying of spare parts, accessories, repair parts, and so forth. In the same way, for an *importer* into the United States, his foreign branch can best supervise collection abroad of the commodities, materials, or goods required for shipment to the United States, their packing and shipping, the prices charged for them, and their handling. When conditions and turnover warrant it, the foreign branch is often the best method for selling United States goods abroad as well as collecting or buying native products for shipment to the United States, for the stem house maintains control over its own employees and its own methods and resources. Only individual requirements can decide whether this expansion of the home firm is warranted, whether it is factory, export or import house, and so forth (*see also* **Bank branches abroad; Banks, foreign, in U. S.; Bank correspondents**).

An important reason for the establishment of a branch *factory* may be the existence of high tariff duties or of taxes on imported goods, thus impeding their successful and continued sale in the foreign country, which would be or may be immediately eliminated if the products in question are wholly, or partly, manufactured abroad, or even only assembled there. The fact that manufacture abroad may result in a reduction of producing or prime costs, plus local support for the products (often increased by the employment of native capital, labor and staff), may also well be a prime factor in establishing a foreign branch. Another factor is the patent laws, since rights may be lost if manufacture is not taken up within a certain time after the granting of the patent in a particular country. All these and many other reasons will be the basis for the decision, and, once such a branch is opened, its continuance is entirely a question of good management—from the efficiency, sales, purchase, or general point of view—just as is the case in the United States when a factory or business branch is opened. (*See* Factory branch, abroad.)

Branch, foreign, factory. *See* Factory branch, abroad.

Brand. *See* Trade-mark.

Branded. Marked to designate a certain class or quality of goods (*see* Trade-mark).

Breakage insurance. *See* Insurance, breakage.

Bretton Woods Agreement Act. *See* International Monetary Fund.

Broker. A person or firm here or abroad who, for a consideration, brings people together to trade with each other or to make agreements or contracts which he, the broker, also helps to negotiate or close with his principal or representing him. (*For the various classifications and types of brokers, see the various headings indicating their fields*

of activities: Commission broker, Custom house broker, Import (auction) broker, Insurance broker, Freight broker, *and so forth.*) In the staple lines of raw materials and foodstuffs, the broker often intervenes to transact foreign business. Brokers also deal, generally on a commission basis, in securities, drafts, and commodities. They are also active in the fields of insurance, ship chartering, and many other phases of foreign trade, import, export, insurance, and shipping (including freight), auction sales, and other types of brokerage (*see various headings, such as* Insurance broker). They generally assume no financial responsibility of any kind, merely bringing buyer and seller together.

Broker, auction. *See* Auction broker.

Broker, Customs. *See* Customs broker.

Broker, foreign. Corresponding to the American import broker is the foreign broker or factor. Their functions are essentially similar in nature, except that the latter is located in the foreign market, is close to the source of supply, and locates sellers only in the market to which he is attached. He is frequently employed by all types of importers, even by the import broker, and usually specializes in purchasing on the well-organized commodity markets. (*See* Import broker.)

Broker, freight. *See* Freight broker.

Broker, import. *See* Import broker.

Broker, insurance. *See* Insurance broker.

Broker, ship. *See* Ship broker.

Brokerage. The fee or commission paid a broker for his services, as in buying, selling, insurance, and so forth. (*See* Sugar brokerage.)

Brothers or Bros. Not unusual at the end of a firm name. Its equivalent exists in many countries; for example, in Spanish, *Hermano* (Brother) or *Hermanos* (Brothers), abbreviated *Hno.* and *Hnos.*, respectively; in French, *Frère* or *Frères* (Brother *or* Brothers); in German, *Gebrueder*, abbreviated *Gebr.*, there being no singular commercial term for "brother"; in Portuguese, *Irmão* (Brother), *Irmãos* (Brothers).

Budget. The designation used to describe the intended expenditures of a government, or anyone else, on the basis of the revenues, which are estimated as the possible income for a certain period.

Bulk. In trade, a product, or a mass (of a product), which is not packaged, bundled, bottled, or otherwise packed, so that it is designated as *bulk* or *bulk merchandise.* (*See* Cargo, bulk; Raw materials.)

Bulked. Various parts of a product have been taken from their packaging or packing and then mixed, weighed, and replaced in packages and the net weight of the total (bulked) shipment ascertained.

Bulkhead. A partition, upright, separating the compartments of a vessel.

Bull. As contrasted with a "bear," a person who anticipates a rise of prices in a market of stocks or commodities, and therefore buys, hoping to resell at a higher price than he paid for his purchased securities, goods, or commodities, and thus make a profit on the day on which he has agreed to deliver the securities or merchandise so bought. (*See* Bear.)

Bulletin. *See* Warrant.

Bullion. Gold or silver in the mass (in bars), as distinct from the coined metal. Generally, the bars are of a recognized degree of purity of the metal. (*See* Gold bullion.)

Bullion point. *See* Gold point.

Bunker. A compartment on board a ship for storing coal or oil.

Bureau (of) Agricultural Economics. *See* Agriculture, Department of, United States.

Bureau (of) Animal Industry. *See* Agriculture, Department of, United States; B.A.I. certificate.

Bureau (of the) Census. *See* Export shipper's declaration.

Bureau (of) Customs. *See* Customs, Bureau of.

Bureau (of) Entomology. *See* Plants or plant product exports; Plants or plant product imports; Tobacco exports.

Bureau (of) Foreign and Domestic Commerce. (*See* Commerce Department of the United States.) In creating the Bureau of Foreign and Domestic Commerce on August 23, 1912, Congress set forth its duties as follows:

> It shall be the province and duty of the Bureau of Foreign and Domestic Commerce, under the direction of the Secretary of Commerce, to foster, promote and develop the various manufacturing industries of the United States, and markets for the same at home and abroad, domestic and foreign, by gathering, compiling, publishing and supplying all available and useful information concerning such industries and markets, and by such other methods and means as may be prescribed by the Secretary of Commerce as provided by law. . . .

This Bureau is organized into five offices, of which the Office of International Trade is one of the most important (*see* Office of International Trade).

No segment of our economy has made greater or more constant use of the Bureau's services than has the foreign trade fraternity of this country. With the expansion of our foreign trade, the facilities of the Bureau are being used to an even greater extent and by all types of American businessmen.

This accelerated demand has acted as an impetus to broaden and improve the varied and specialized services of the Bureau. The following outlines the major phases of the Bureau's program.

The Bureau's role in foreign trade policy. Through its staff of specialists, the Bureau actively participates in the formulation of national policy on foreign trade. Thus, it is able to contribute wide and practical knowledge of commercial, industrial, and economic developments abroad and the relationship of these to our domestic industry.

The Director of the Bureau, as well as chiefs of divisions and individual foreign trade and industry specialists, are members of inter-agency committees of a policy character. For example, the Director is a member of the Executive Committee on Foreign Economic Policy. Other Bureau officers and members of staffs serve on inter-agency cartel and commodity agreement committees, and on committees specializing in trade agreements, changing priorities, co-operation with Latin American countries, and many others.

Co-operation with the Department of State. In 1944 the groundwork was laid for resuming many of the foreign trade promotional services which are of paramount importance to American business. Toward this end there has developed between the Department of State and the Bureau a particularly close co-ordination of effort.

Furthermore, by executive order, the Secretary of Commerce consults the Secretary of State with respect to investigations, reports, and surveys to be made by the Foreign Service for the use of the Department of Commerce in promoting foreign trade. In carrying out this function, the Bureau appraises the need of business for data on industrial, commodity, financial, and general economic and commercial developments abroad. It prepares the necessary instructions, receives requests for information, and reports details for transmittal to United States missions abroad.

Types of service to foreign traders. Two types of service are furnished for-

eign traders—personal and published aids.

Personal service is available either from the Bureau in Washington or from the Department of Commerce field offices. As to the latter, in cases where facilities for fulfilling a request are lacking, the field office immediately contacts the proper specialist in the Bureau.

The vastly larger part of the information compiled and then carefully analyzed by Bureau specialists is brought out in published form. Thus, it can receive the widest possible distribution.

Foreign traders are provided aids, whether personal or published, along these three lines: (1) trade promotion; (2) economic analysis; and (3) statistics.

Trade promotion. One of the most important phases of the Bureau's trade promotion activities is its Commercial-Intelligence reporting service, which is an outgrowth of World War I. Wartime controls of that period had necessitated a vast collection of data on firms and individual businessmen in foreign countries. Gaining possession of these files after the Armistice, the Bureau started its well-known *World Trade Directory.* (*See* Office of International Trade of the Department of Commerce.)

This *Directory* is constantly revised and made up of individual reports giving important details on the sales organizations of foreign firms and their qualifications for handling United States merchandise. By 1947, the Commercial-Intelligence files listed more than 1,000,000 names of foreign firms and individuals. And in the case of 750,000 of these, detailed reports were available.

Trade lists and trade opportunities. Here are two long-established services that assist American firms in their foreign trade operations. Trade lists give foreign buyers, agents, exporters, and producers. "Trade opportunities" provide specific leads for doing business with foreigners.

Reporting on business conditions abroad. Data gathered by the American Foreign Service are collated by the Bureau and serve as current source material for a wide variety of services. Reports covering industrial and commercial information are sent to the field offices. In this way manufacturers, merchants, exporters, and importers get current information on the following:

(1) Market conditions abroad; (2) foreign restrictions and controls on importing and exporting both raw materials and finished goods; (3) tariff rates and documentary requirements; (4) food and drug regulations; (5) trade-mark and patent requirements; (6) foreign economic policies; and (7) foreign trade statistics.

Reciprocal trade agreements. The Bureau is a source of information on Reciprocal Trade Agreements either in effect or under announcement. It also supplies foreign traders on request with copies of the texts and analytical studies of individual agreements, as well as with general data and statistics on the program as a whole.

As an active participant in the interdepartmental trade agreement effort, the Bureau specializes in the formulation of proposals for tariff and other concessions by foreign countries on United States export products.

Economic analysis. The Bureau is the major source in the Government for data on foreign exchange developments, foreign trade financing, foreign public finance and banking, and the currency situation abroad. It prepares the official annual report on the balance of international payments of the United States.

Follow-up to "United States in world economy." One of the notable achieve-

ments in the Bureau was the publication *The United States in the World Economy*, which covers the history of our international transactions for the 20-year interwar period. This thoroughly comprehensive study clearly indicates the need for an expanding two-way trade, flowing in as well as out of this country.

As an important follow-up to this study, international analysts of the Bureau are furnishing information on the historical and current balance of payments. They are also reporting on the international investment position of the United States.

Economic information service. International specialists in the Bureau have a thorough knowledge of the many aspects of foreign trade that must be complied with in doing business outside the United States. Among them are: national budgets, taxation, exchange restrictions, tariffs, quotas, Customs regulations, trade and commodity controls, trade practices, commercial treaties, legislative proposals and enactments, and commercial laws. All such important information is supplied either by the Bureau or by one of its field offices.

Currently the Bureau is re-establishing the flow of detailed information on foreign markets. Questionnaires have been prepared to obtain up-to-the-minute reports on such subjects as the tastes, buying habits, and purchasing power of the populations of many countries.

Published aids. The importance of some of the analyses made by Bureau specialists has warranted their being published from time to time. Aside from these, however, a constant source of reporting activities of current interest is the Bureau periodical, *Foreign Commerce Weekly.*

"*Foreign Commerce Weekly.*" Business, professional, and Government people have long considered this a standard textbook on the economics of international trade. It serves as the mouthpiece of Bureau specialists. It also carries many important contributions by ranking officials in other Government agencies and departments.

"Late Airgrams" is a feature appearing in each issue of this official periodical. Submitted by offices of the United States Foreign Service in Latin America, the reports furnish spot news of an economic nature on the other Americas. Through a system of rotation, all countries are frequently covered.

Among other regular features that are particularly helpful to foreign traders are up-to-date "News by Countries" and "News by Commodities."

Special Latin-America series. A considerable number of reports on the other Americas are released in these three general fields: (1) industrial development; (2) trade problems; and (3) agricultural, pastoral, and forest products.

World series. Among current information on various countries of the world are two new series: (1) the motion picture industry, and (2) general economic and commercial information.

"*Industrial Reference Service.*" This is a service containing basic information on foreign markets, industries, and commodities, on a subscription basis.

"*International Reference Service.*" Through subscribing to this service, exporters and importers can get a continuing service of information gathered by the Bureau on their particular industry or specific commodities.

International statistics. The compiling and analyzing of such statistics permit the dissemination of additional statistics.

Among reports obtainable from either the Bureau or the field offices

are: (1) "United States Trade with the Other American Republics"; (2) "Summary of Foreign Trade of the United States"; (3) "Foreign Country Statistics"; and (4) "United States Trade with Western Hemisphere Countries."

In the commodity field, reports on individual commodities are available in published form. Monthly reports are also being released on sugar, molasses, and confectionery; on pulp and paper; and similar fields, some of them containing domestic and foreign statistics.

The Bureau's role in relation to ocean shipping. Basic facts are gathered on the movement of cargo in international shipping. Estimates are made of shipping requirements for our foreign commerce, and studies are conducted on the relationship of shipping costs to selling prices of goods and the competitive status of United States products in foreign markets. In addition, the Bureau carries on special investigations and surveys designed to reveal courses of action that will lead to the development of better shipping services at the lowest cost.

The Bureau maintains for industry a research and intelligence service. Typical of its output in this connection are the handbooks it has published on packing, stowing, and the control of ocean freight rates. The handbook on packing provides a ready reference for exporters, indicating the types of containers (with specifications for their construction) best suited for shipment of the various commodities entering our foreign trade. The manual on stowage was published to promote the safe carriage by sea of American exports and imports. The manual on the control of ocean freight rates in foreign trade is an intensive study of the subject.

The Bureau's objectives. The Bureau seeks, by every possible means, to assist those in international trade. Many of the economic and statistical reports already listed are designed with a view to furnishing business with basic material for analyzing their foreign markets.

Trade promotional services. The Bureau is co-operating closely with the Department of State on a program to reinstate certain important types of reporting that were severely curbed or completely blacked out during the war. These will include the following:

Market surveys which will cover pertinent factors affecting sales, trade prospects, channels of distribution, specific business leads, foreign and domestic competition, transportation facilities, credit and exchange, and economic conditions. The agency service provides experienced foreign traders with the names of interested prospects to act as foreign representatives.

Trade opportunities are published in the *Foreign Commerce Weekly.* They provide leads on selling, buying, and handling goods. Furthermore, a marked stimulus is being placed behind *World Trade Directory* reporting to the end that American trading abroad may be assured the most complete and up-to-date sales information possible. Every attempt is made constantly to extend and improve the quality of trade lists.

Industry and commodity developments. Industrial and commodity specialists of the Bureau prepare questionnaires on specific developments in foreign countries. They also plan foreign market studies. Both of these tasks are carried out by American Foreign Service Officers.

These reports provide businessmen with essential data for planning export and import trade. They also provide the Government with authentic background information and serve

as a guide in the formulation of foreign economic policy.

Specific studies are available to foreign traders:

Projections of United States imports by commodities. These reports on the outlook of our imports cover commodities, both singly and in groups.

United States balance of payments during the war. Detailed facts on our international transactions during the war cover all the usual questions in balance-of-payment analysis. Special attention is given to our dealings with particular countries and country groups as compared with over-all totals, and to the role of the Government in our international transactions.

How Field Service fosters, promotes, and develops foreign trade of United States. The 77 field offices (*for list, see* Commerce Department of the United States) bring the Department of Commerce and its Bureaus to the businessman in his own territory, providing easy access to the wealth of material prepared by the Bureaus of Foreign and Domestic Commerce and the Census.

Personal service. Staffs in all field offices are experienced in the application of data and statistics to the solution of specific marketing and distribution problems. Thus, they give valuable personal aid in supplying pertinent information to meet the needs of individual businessmen.

In addition, the Field Service has always provided up-to-date reporting on the complex regulations and controls exercised abroad, as well as market prospects and information on establishing channels of distribution. Today the offices offer a service—exclusive in many ways—that those in international commerce constantly use.

The men and women in the field offices also perform a valuable service to the Bureau of Foreign and Domestic Commerce and other Government agencies by furnishing a first-hand picture of economic conditions in their areas. Maintaining close contact with foreign traders, they are in a position to report on the problems, needs, and plans of exporters and importers.

Published aids. To keep those in international trade informed on important developments in exporting and importing, the field offices prepare and distribute the *Foreign Commerce News Bulletin,* a weekly letter which reports constantly changing regulations, tariffs, and other facts in the foreign trade field.

As the official representative of the Department of Commerce, each field office has immediately available and can supply the following publications to those engaged in international trade:

The *Comprehensive Export Schedule* covers all official regulations relating to export control that have been decreed and published by the FEA.

The *Current Export Bulletins* supplement the *Comprehensive Export Schedule* and are issued for the guidance of all concerned with export control regulations and interpretations.

Sources of printed material. Each field office serves as a convenient source of published material distributed by the Bureaus of Foreign and Domestic Commerce and the Census. Each is authorized to sell the publications, for which charges are made, and to take subscriptions for the Department publications.

In addition, the offices keep in touch with the activities carried on by many private business agencies and furnish information as to the services rendered by such groups along foreign as well as domestic trade lines.

The Office of International Trade, organized late in 1945, represents a merger of that part of the Bureau of Foreign and Domestic Commerce directly concerned with international trade with certain functions and personnel of the Foreign Economic Administration which were transferred to the Department of Commerce.

The purpose of this merger was to improve and extend long-familiar services to United States foreign traders. Toward this end, the Office of International Trade (referred to hereafter as OIT(C)) operates under the following set-up:

Director, Associate Director, and their Staffs
- Policy and Trade Promotion Staffs
- Assistant for War Areas and Reparations
- Foreign Service Liaison Staff

Areas Branch
- American Republics Division
- British Commonwealth Division
- European Division
- U. S. S. R. Division
- Far East Division
- Special Programs Division

Commodities Branch Service Divisions:
- Chemicals and Drugs
- Foodstuffs
- Forest Products
- General Products
- Machinery and Metals
- Textile and Leather

Export Control Divisions:
- General Products
- Health Supplies and Chemicals
- Machinery
- Metals and Minerals
- Food

Special Services and Intelligence Branch
- Commercial Intelligence
- Transportation and Communications
- International Trade Services
- Travel
- Insurance
- Fairs and Exhibits

This organizational chart indicates two broad functions: one dealing with commercial and economic policy; the other, with direct services to world traders. (*See* Office of International Trade *for further details.*)

Bureau of Marine Inspection and Navigation. *See* Marine inspection and navigation.

Bureau of Standards. The National Bureau of Standards was established by act of Congress approved March 3, 1901.

In addition to the plant in Washington, small branch laboratories for testing cement and miscellaneous materials are maintained at: Allentown, Pa.; Denver, Colo.; Permanente, Riverside, and San Francisco, Calif.; Houston, Tex.; and Seattle, Wash. A master railroad track scale is located at Clearing, near Chicago.

The Bureau acts as one of the principal research and testing laboratories of the Government, and a large part of its work is conducted at the request of, or in co-operation with, governmental agencies.

Maintenance of Working Standards. The Bureau develops, constructs, and has the custody and maintenance of the reference and working standards of measurement, quality, performance, and practice used in science, engineering, industry, and commerce, and conducts the necessary tests and investigations in this connection.

Electrical Measurements and Service. It maintains standards for electrical measurements, including radio, calibrates electrical instruments for industrial and scientific uses, makes specifications for electrical materials, and furnishes development and consulting services to the Government.

Standards of Weights and Measures.

The Bureau has custody of the national standards of length and mass, and conducts research and testing necessary to the scientific, industrial, and commercial use of weights and measures. A nationwide railroad-master-scale testing service is maintained with headquarters at Clearing, near Chicago. The testing of precision gages for machine parts is an important function.

Temperature Standards, Building Materials, and Automotive Power Plants. Standards are maintained for heat and temperature measurements, for thermal properties of materials, heat transmission, and fire resistance, and researches are conducted on the performance of internal-combustion engines and fuels and lubricants for motor vehicles and aircraft. Conditions of actual use, including operation at high altitudes, can be duplicated.

It aids Federal agencies and business and user groups in eliminating unnecessary sizes and varieties of widely used manufactured products, and in the establishment of grade, quality, and other standards as a national basis for purchasing, testing, marketing, and certification of manufactured commodities other than food and drugs.

The Bureau makes tests of many kinds: chemical, instruments, appliances, structures, china, porcelain, building materials, and so forth. It develops radiation standards, as well as standards for organic materials; it constructs and assists in designing instruments, apparatus, and equipment for scientific, engineering, and technological investigations.

Bureaus of the various government departments. *See heading of department* (State, Treasury, Agriculture, Commerce).

Burlap. A fabric (jute, hemp, and so forth) for bagging and baling.

Burning. *See* Insurance, burning.

Bush Terminal Company, New York. (*See* Dock receipt.) Provides docks, warehouses, and storage space, "in and out" free cartage on less than carload shipments for all the vessels and steamship lines which use the company's piers, and so forth.

The Bush Terminal is a pioneer in maritime, commercial, and industrial co-ordination, and this has been achieved since 1902. It combines eight vast piers projecting into a wide 40-foot channel immediately accessible to the sea, a railroad with unusual and extremely efficient switching facilities, and great groups of warehousing and industrial loft buildings, the complete terminal covering 150 acres. The company also operates its own lighters, for which it receives an allowance from the railroad companies, which otherwise would have to provide such lighterage, free, for their shippers who send prepaid carload lots to the seaboard for shipment abroad. (*See* Warehouse receipt; *see specimens, pages 953–957.*) It is one of the important storage, distribution, and delivery institutions serving both exporters and importers.

Business corporation. *See* Corporation.

Business day. Any day other than a Sunday or a holiday.

Business directory. *See* Register, commercial.

Buyer (of) drafts. *See* Draft, buyer of.

Buyer's option. *See* Option, buyer's.

Buyer's refusal. *See* Option, buyer's.

Buyer's shipping agent. *See* Agent, buyer's shipping.

Buying agent. *See* Purchasing agent; Commissionaire.

Buying agent, exclusive. *See* Agent, exclusive, buying.

Buying agent, traveling. (*See* Purchasing agent; Agent, exclusive, buying.) Large American importers often find it advantageous to maintain traveling buyers abroad. As the

name implies, these employees travel from country to country as the buying seasons and sources of supply demand.

Such a buyer is a specialist in a limited line of goods and is thoroughly acquainted with marketing conditions, so that he can act intelligently for the purchaser. The custom of the trade and the ease or difficulty of communicating with the home office usually establish the authority which should be granted.

In addition to buying, however, the traveling buyer often gathers market information, inspects goods before shipment, and adjusts differences. He must be an expert in the commodity or commodities he selects, and should know the language and commercial customs of the country where he buys.

Probably the greatest advantage of the traveling buyer is the fact that he represents no other importers and thus is free from undue influence. However, because of the expense of foreign travel plus the salary commanded by skilled buyers, only large importers of merchandise can economically maintain such an employee.

Buying (of) draft. *See* Draft, buying of.

Buying exchange. *See* Exchange, buying of.

Buying offices. *See* Purchasing agent.

By-laws. Laws made by an official authority, or a corporation, club, or the like, which are the basis for its proper management or regulation.

By procuration. *See* Per pro.

By-product. Something produced in addition to the main product of manufacture or processing.

C

Cable. *See* Cable and radio.

Cable addresses. In the United States, cable addresses can be registered at any telegraph or cable office, and this registration is maintained for a fixed annual rate. The fee paid in any city by the person or firm registering a cable address is divided between the cable companies in that city. Cable addresses in New York are registered both for New York and for other cities by the Central Bureau for Registered Addresses at 60 Broad Street, New York City. Addresses registered in the Central Bureau for out-of-town persons or firms are passed on, together with the fee, to the city of residence of the person or firm registering such an address. If a firm moves its offices or residence from one city to another, registration must be made in the new city of residence or transferred from the old one.

Cable (of) advice. *See* Advice.

Cable and radio. The importance of cable and radio services to foreign traders and shippers is self-evident. The various business concerns (cable and radio companies) that carry messages dealing with every possible phase of international trade span the world. In the United States, cable companies such as the All America Cables and Radio, Inc. (which has radio only in certain South American countries) and Western Union and Commercial Cable are as well known as the radio companies: R. C. A. Communications, Inc. (Radio Corporation of America), and Mackay Radio. Especially the use of code, in normal trading times, is a very important factor, for it saves money and time to an extent which generally is much more valuable than the cost of the messages. Code messages (for example, ABC, Lieber, Bentley, and private codes) are limited to five letters per word, while plain language allows 15 letters to the word (but two words may not be joined). Minimum charges for night letters and to certain countries for deferred and full-rate messages are established by the companies, whose rate charges vary but who will at all times make it possible to ascertain both the cost and the speed of cable and radio messages. There are several kinds of "languages" for cables: plain, and code or cipher (secret language). The cable companies offer various types of services, which are rendered and charged for both with regard to the speed of delivery as well as the use of plain or code (secret) language by the sender (*see* Cable code). Cable addresses are accepted for all such messages (*see* Cable addresses). The following are the classes of service, which, of course, may be decreased or increased as the conditions of trade, communications, and similar causes make changes necessary.

Ordinary Service. Ordinary messages receive prompt transmission throughout, subject to priority of Government and urgent press messages. Ordinary messages may be either *Full Rate* or *Code* (*CDE*) *Rate*, both of these categories having equal rank in transmission.

Full Rate. Messages in this category are those which do not qualify as *CDE* under the *Code* (*CDE*) regulations. They may be written in plain language or cipher (secret) language, or both.

Code (*CDE*) *Rate.* Under this category, code words must not contain more than five letters. Figure groups, trade terms, and commercial marks composed of figures and letters may

not exceed fifty per cent of the total number of words in the text and signature. Minimum charge of five words applies.

Deferred (LC) Service. Deferred messages are subject to deferment in favor of *Full Rate* and *Code (CDE) Rate* messages of the same date. Such messages must be written wholly in one plain language. Minimum charge of five words applies.

Night Letter (NLT) Service. This service is designed especially for business or social messages written wholly in one plain language. Delivery is effected on the day after filing except as otherwise indicated in the company's tariff on file with the Federal Communications Commission. Minimum charge of twenty-five words applies.

Figure groups, trade terms, and commercial marks in *LC* and *NLT* messages must not exceed one-third of the total number of words in the text and signature.

If plain words are used in a code message, they are likewise charged as if they were code words, in the *CDE* or *Code Rate* cable, so that the word *immediate* would be charged as if it were two words. Figures, on the other hand, are not only limited to five-per-word charge, but they must be paid for at the full rate and are not considered code words in any sense. Then there is, lastly, the *NLT* or night-letter service, which is charged for at the rate of one-third of the full rate, with a minimum charge of 25 words, and which must be written in one plain language. Words for night letters, as for full rate, are limited to 15 letters.

Cable code. The code makes possible the transmission of complete sentences, figures, and other messages which otherwise could not be expressed except in much more extensive form. For cabling purposes, code or cipher (secret) language is formed either of artificial words composed entirely of the letters of the English alphabet, or of real words not used with the meaning normally assigned to them in the language to which they belong and consequently not forming intelligible phrases in one or more of the languages authorized for telegraph correspondence in plain language, or, lastly, a mixture of real words as above defined and artificial words. This is all in contrast to "plain" language, which is, also for cable companies, that language which presents an intelligible meaning, each word and each expression having the meaning normally assigned to it in the language to which it belongs and which is being used. "Cipher" language may be composed of Arabic figures, or groups or series of them, with a secret meaning; or, again, it may be composed of words, names, expressions, or combinations of letters not fulfilling the conditions of plain or code language. Full rates apply to ordinary, that is, full-rate, cables or radio messages in plain language, cipher language, or a combination of plain and cipher language. (*See* Cable and radio.)

There are many excellent code books put out by private publishers, containing many of the phrases in common use in quoting, and so forth. Some of them specialize in certain groups of commodities. Some exporters designate each item of merchandise in their export catalog by a code word, so that it can be referred to specifically in quoting and in receiving orders from abroad. Many firms arrange special phrases to meet the peculiar circumstances surrounding their business and, by using the code words that are listed without phrases in most commercial code books, send copies of these private or special codes to their customers for their use in special circumstances.

Cable confirmation. *See* Cable transfer; *see specimen, page 734.*

Cable draft. *See* Draft, cable.

Cable rate. The buyer of foreign exchange pays in his own currency the equivalent of the amount he wishes to remit by cable to his creditor abroad, and this transaction is calculated on the basis of the published exchange rates (*see* Exchange rate) at the place of purchase. The final accounting occurs at the place of payment, at the rate of exchange there prevalent, as soon as the cable has actually been received and acted upon.

Cable transfer. If the buyer wishes to remit the amount of his indebtedness to his creditor faster than by mail, he purchases a so-called "cable draft." It is just as effective as the usual banker's draft and ensures quicker payment. (*See* Draft, cable.) The cost is slightly higher, owing to both the actual cable charges and a somewhat higher exchange rate which the banker charges to protect himself: since the quick transmission of the money abroad is required, the bank risks fluctuations between the date at which it sells the cable transfer and the date on which the bank can cover itself again by a purchase of a like amount with a bank draft from abroad. (*See* Bank, foreign remittances.) (*See specimen, page 734.*)

Cabotage. A legal term for coasting trade, meaning the navigation and trading along the coast and between the parts thereof. For aerial navigation, it has a broader meaning, signifying the international rights for airplanes to take on cargoes and passengers and/or to discharge them.

Call. *See* Option, call; Put.

Call (for) delivery. *See* Option, call; Time (of) shipment.

Call for orders. In shipping, this means that a vessel is to go to a certain port and receive orders as to its next or final destination. The ability to communicate with a ship at sea by wireless has greatly diminished the use of this method of instructing its master where to call.

Call option. *See* Option, call.

Canadian-American Commercial Clause. *See* Arbitration clause.

Canadian-American System (of) Arbitration. *See* Arbitration clause.

Canal tolls. Tolls paid by a vessel for passing through a canal, such as Panama or Suez.

C. and F. (C & F). Cost and Freight. (*See* Definitions, foreign trade, American; Cost and freight.)

Capacity (of) steamer. *See* Ton, deadweight.

Capacity (of) vessel. *See* Ton, deadweight.

Capital export. *See* Export (of) capital.

Capital flight. *See* Flight (of) capital.

Capital, idle. Unemployed capital, not invested and bringing no returns, therefore idle, in contrast to working and thereby earning capital. (*See* Capital, working).

Capital, working. Capital which is invested and earns, as contrasted with uninvested capital, which latter brings no returns. (*See* Capital, idle.)

Capsules. *See* Labels, capsules, and wrappers.

Captain's report. The captain makes a report, both inward and outward, of his cargo, giving details of bills of lading, shippers, consignees, packages and contents, and their marks and numbers (*see* Manifest). (*See specimens, pages 885–889.*)

Care of. In case of a "to order" bill of lading, the person in whose care the goods are addressed ("Care of") will be notified as soon as the ship has arrived and thereby receive advice of the arrival of the goods. (*See* Bill of lading, to order, notify.)

Cargo. The goods carried by vessel, as distinguished from freight, which is the money paid for carrying them.

Cargo, air. *See* Air transportation and charges; Insurance, air.

Cargo, arrest (of). The forceful taking of a vessel and/or its cargo.

Cargo arrival notice. *See* Arrival notice.

Cargo, bare. *See* Ballast.

Cargo, berth. *See* Berth cargo.

Cargo broker. *See* Ship broker; Freight broker.

Cargo, bulk. Goods shipped in bulk, without containers, such as coal, ore, and grain. (*See* Bulk; Responsibilities and liabilities, carrier and ship, *heading:* "Weight of bulk cargo.")

Cargo capacity (of) steamer. *See* Ton, cargo.

Cargo capacity (of) vessel. *See* Ton, cargo.

Cargo, dead. *See* Ballast.

Cargo (on) deck or deck cargo. That part of the cargo which is carried on the deck of a vessel (*see* Insurance, deck cargo).

Cargo (under) deck or underdeck cargo. That part of the cargo which is carried under the deck of a vessel, that is, in the hold.

Cargo delivery, master's oath. *See specimen, page 735. See also* Vessel entry.

Cargo, discharge (of). Special United States Customs regulations govern the obligations of the master of a vessel (its owner and, indirectly, the importer, unless he himself has chartered the vessel for his importation) in regard to its landing and delivery (discharge) of cargo, in Customs language called *unlading* (*see specimen, pages 949–950*). In the first place, nothing can be put off the vessel or airplane, including passengers, cargo, baggage, and other articles, until the collector has issued a permit or special license, in connection with any ship coming directly or indirectly from any port or place outside of the United States Customs territory. Discharging of cargo, or the like, at night or on Sundays and holidays can also be done only by special permit. Exception for a one-month permit may be made for a vessel making three or more trips a week between a United States port and a foreign port, or for a vessel used as a ferryboat. For a vessel to receive this permission to discharge her cargo, the vessel must have been duly entered (*see* Vessel entry) and will be discharged into the custody of the Customs. For a vessel other than one owned by the United States and operated for its account, a vessel bond has to be given. There are special rules and regulations governing the discharge of cargo by a vessel in distress or damaged, or which, forced by accident or stress of weather, has had to discharge or transship its cargo in the United States in a place other than port of entry. A vessel, having obtained the permit, must discharge its cargo within a specified period (48 hours) unless it obtains a lay order.

Cargo, distress. *See* Distress freight.

Cargo, general. Miscellaneous goods. In the freight tariffs of steamship lines, there is always a rate for *general cargo*, covering items not specially classified.

Cargo, heavy. Often called a "heavy lift."

Cargo insurance. *See* Insurance, cargo.

Cargo, inward, arrival notice. *See* Arrival notice; Manifest, inward foreign.

Cargo, mixed. Numerous different commodities, variously packed.

Cargo plan. Prepared by the agent for the stowage of cargo, and carried out by stevedore.

Cargo prepaid. The freight for the cargo has been paid in advance.

Cargo rates. *See* Freight rates.

Cargo, refrigerated. The cargo is refrigerated and so carried.

Cargo release. No cargo, after it has been discharged into the custody of the Customs (*see* Cargo, discharge of), in other words, no imported merchandise, is released from Customs custody until the proper permit has been issued. The permit can be obtained only after the imported goods have been entered and after settlement of

the duties, if any, has been made or arranged (*see* Entry (of) goods).

Cargo report. *See* Vessel entry; Vessel clearance; Vessel cargo report.

Cargo, stowing (of). *See* Stevedore; Stowage.

Cargo summary. *See* Manifest.

Cargo ton. *See* Ton, cargo.

Cargo tonnage. *See* Ton, cargo.

Cargo tramp. *See* Tramp.

Cargo, uniform. Consisting of a single product, each unit of which is packed in the same manner as the others.

Cargo, unmanifested. Cargo not listed on manifest.

Cargo, valuable. *See* Air transportation and charges; Insurance, air.

Cargo valuation, shipper's, (for) carriage. *See* Air transportation and charges.

Carload, consolidated. This is a bunching together of several shippers' goods by a freight forwarder, who then expedites the entire carload to the seaboard, taking advantage of the free services and rates to which prepaid as well as not-prepaid carloads are entitled. (*See* Bill of lading, railroad; Shipment, consolidated; Railroad freight, carload.)

Carload freight (RR). *See* Railroad freight, carload.

Carload shipment. *See* Carload, consolidated; Bill of lading, railroad.

Carriage contract. The "contract of carriage" applies only to foreign trade contracts of carriage covered by a bill of lading or any similar document of title, insofar as such document refers to carriage of goods by or across the sea. It also applies to any bill of lading or any similar document as aforesaid issued under, or pursuant to, a charter party from the moment at which such instrument regulates the relations between a carrier and a holder of the same. (*See* Carriage (of) goods; Charter *headings*.)

Carriage (of) goods. In the foreign (steamship) trade, carriage of goods covers the period from the time the goods are loaded on board to the time they are discharged from the ship. (*See* Goods; Carriage contract.)

Carriage (of) Goods (by) Sea Act. *See* Responsibilities and liabilities, carrier and ship.

Carrier. The name *carrier* applies not only to the common carrier (*see* Carrier, common) but to the owner of the vessel or the charterer who enters into a contract of carriage with a shipper. (*See* Charter *headings;* Carriage contract.)

Carrier, classification (of). *See* Vessels, classification of.

Carrier, common. (One who carries.) The name applied to the corporation, person, or firm which makes it its business to carry goods (for a stated rate of freight) for others on land, at sea, and in the air. Carriers who handle Customs business, or who transport to and from Customs warehouses, must be bonded in an amount recommended by the collector. (*See* Carrier, steamer; Vessels, classification of; Carrier, various types of; Carrying trade.)

Any common carrier owning or operating railroad, steamship, or other transportation lines may be designated a carrier of bonded merchandise, if approved and security (a bond) provided.

Carrier, contract. · *See* Lumber charter.

Carrier, freight. *See* Freight carrier.

Carrier, immunities (of). *See* Responsibilities and liabilities, carrier and ship *heading:* "Rights and immunities."

Carrier, independent (ocean-going). *See* Tramp; Vessels, classification of.

Carrier insurance. *See* Insurance, marine.

Carrier, liability, foreign trade. (*See* Responsibilities and liabilities, carrier and ship.) The marine insurance company's contract prevents the assured from relieving the carrier at any time from any liability, as the marine insurance itself is intended to provide protection against liability for loss or damage caused by negligence on the

part of the carrier. The Brussels Convention on Bills of Lading sets forth the rules and regulations regarding liability of carrier (*see* Bill of lading, unification, Article 4, 3–8). In the same way, the Air Convention of Warsaw provides for liability questions connected with carriage by air (*see* Air Transportation Convention (of Warsaw), Chapter III, Liability of the carrier).

Carrier, merchant or **merchant-owned.** *See* Carrier, steamer; Vessels, classification of.

Carrier, ocean-going. *See* Carrier, steamer; Vessel, ocean-going; Vessels, classification of.

Carrier, private, steamer. *See* Carrier, steamer; Vessels, classification of.

Carrier, public, steamer. *See* Carrier, steamer; Vessels, classification of.

Carrier, railroad-owned. *See* Carrier, steamer; Vessels, classification of.

Carrier, steamer. A *public* ship, a steamship, built to be rented in part, or chartered as a whole, to shippers, or to carry passengers and cargo for the owner's or charterer's account. The carrier is a *private* carrier when it is owned by the company for the transportation of its own cargoes, as, for example, the steamers of the United Fruit Company or the Standard Oil Company (the latter being tankers, however), and for its own purposes. A *merchant* carrier is used both for the merchant owner's own purposes as well as in the capacity of a public ship, such as the boats used, for example, by the Grace Line. A *railroad* steamship is owned or controlled by a railroad, such as, for example, the Canadian Pacific. (*See* Vessels, classification of; Carrier, common; Carrying trade.)

Carrier, various types (of). The carrier may be a steamship or other vessel, a truck, or an airplane. When carriers transport merchandise from one port to another in the United States in bond, they must be bonded. (*See* Vessels, classification of.)

Carry. The word *carry* is often replaced in foreign trade by the word *freight*, as, for example: "The carrier freights lumber."

Carrying trade. Used to denote the transportation of goods in a country from one place to another, and, even more, the exchange of goods between two countries. A country or steamship owner which makes it its business to transport the goods so exchanged between two (or more) countries is said to be engaged in the carrying trade, and is known as *carrier*. (*See* Carrier, common.)

Cartage. (*See* Bush Terminal Company; New York Dock Company.) Customs cartage is licensed, as well as the cartmen who attend to this form of transportation of merchandise, both exports and imports. The cartage of merchandise in Customs custody is of two kinds: the so-called *government cartage*, which is done by a specially licensed customhouse cartman under contract or other specific authority issued for that purpose, and the so-called *importer's cartage*, which may be done by any licensed customhouse cartman. The latter may transfer merchandise at the expense of the importer, or other party interested, from the importing vessel or other conveyance to bonded warehouses, or from one vessel or conveyance to another, as well as from one bonded warehouse to another, from the public stores to a bonded warehouse, from warehouse for transportation or for exportation, and from an internal-revenue warehouse for exportation. (*See* Carter; Customs cartage.)

Cartel. Originally an agreement between two nations at war, the term has been adopted to describe a written agreement between opposing interests or rival producers. Such cartels, both local and/or international, serving

principally and originally the purpose of an agreement as to the terms and prices on and at which they will sell, and territories to be respected and handled by mutual agreement (just as the shipping conference deals with the handling of routes, freight rates, and territories in regard to maritime commerce and passenger services), really became combinations of large rival industrial concerns, joined together for a common purpose and developing into what we know best under the term *trusts*. The laws of the United States forbid the formation of such combines or trusts which act in restraint of trade in the United States (*see* Sherman Act), in order to protect the individual person or firm against loss of his liberty of action in competing markets. Some of the cartels do not stop at agreements concerning home markets, but include both export and local markets, thus becoming what are known as *international cartels*. The Germans used to be the greatest exponents of this practice, the name (*Kartell*) in that case being understood to mean a publicly sanctioned association of independently managed business establishments. The object of the association is to regulate the competitive concerns in a given branch of industry or commerce, the association itself being regulated, in turn, by the public authority if its acts are inconsistent with the public interest. In Europe control of competition can legitimately be undertaken by cartels. This combination of member firms, all maintaining their individual independence, acts jointly in connection with certain of its agreed combined activities: the cartel may buy raw materials for joint account, thus letting all members benefit by the lower prices achieved by this combined purchasing power, and by this step alone reduce production costs and therefore eventual sales costs, or profits; it may be based on agreements which prescribe the goods to be handled, or on terms on which they are to be sold, or on prices at which they are to be quoted and billed, or on division of territories, or on the exercising of individual power and policies. It also may limit the output of individual members, so that it not only supervises the price structure and sees to its maintenance, but also controls manufacturing and purchasing and markets and territories, all for the members of the cartel. Naturally, such joint agreements, especially as they also determine the extent of the raw materials needed for the agreed quantities or volumes to be marketed or manufactured, influence directly the sale of or demand for and therefore the price of the raw products. Besides the agreement as to terms and sales, prices and procedures, in some cases central selling may be agreed upon by the cartel members, and, moreover, the cartel may combine members not only of one but of several countries (for example, the International Steel cartel, which was composed of steel producers in nine different European countries). Cartels have always extended into all kinds of industries and manufacturing enterprises, from the German tinplate producer syndicate in 1862, which, however, was purely local (since at that time German industries were not on an exporting basis), to the cartels consisting of members producing and selling aluminum, shoes and boots, incandescent lamps, iron and steel scrap, and dyestuffs. International cartels kept on increasing, and extended, in fact, to the greatest variety of countries and of manufacturing enterprises, so that by the time of the outbreak of the First World War there were more than one hundred.

One of the important features of the cartel has also been the pooling of

patents. This in itself assures control, along with combined research laboratories, process development, and manufacturing methods, all tending to benefit the cartels through lower production costs and larger competitive power in the markets in which they agreed to operate.

Carter or cartman. (*See* Cartage.) To handle Customs cartage, a person must be licensed by the collector or specifically authorized by the Commissioner of Customs, and must execute a bond before a license is issued. The collector may appoint or license as a Customs cartman any common carrier who is under carrier's bond, from year to year, so long as the existing bond is considered sufficient. Any cartman licensed by city or state authorities, of good moral character and able to produce his city or state license, may be licensed as a Customs cartman, and once licensed (including his employees) is identified by a special card with photograph affixed.

Cartman. *See* Carter.

Cash. In international trade, ready money, or payment in ready money or its *equivalent* when the word is used in connection with payments. It is expressed figuratively by the American "cash on the barrelhead," which in the young days of the republic signified that the buyer could not roll away the barrel of goods he had bought until he had paid the price for it, in cash, on the head of the barrel itself. In international trade, it does not necessarily mean that cash has to be paid in the form of coins or paper money, for its equivalent in drafts (bills of exchange) is quite as acceptable and, as a matter of fact, preferable. *Cash*, therefore, means the payment in a form which can take the place of cash in the hands of the creditor, so that remittances may be made in the many forms which serve this purpose (*see* Payment). *Cash*, in foreign trade, is used not only to specify the method but also the time of payment, as, *cash with order*, *cash against shipping documents*, or *cash against air waybill*, and so forth (*see* Cash, *various headings*).

Cash basis. Goods are sold for cash, the actual form of which (against bill of lading, C. O. D., before shipment, and so forth) is agreed upon by seller and buyer.

Cash (against) bill of lading. Under this term, the bill of lading will not be delivered to the buyer until he has paid cash for the goods.

Cash discount. *See* Discount.

Cash (against) documents. Payment is due when the goods as represented by the shipping documents (*see also* Bill of lading, full set) and other documents necessary for receipt of the goods at destination (*see* Invoice, consular; Certificate of origin) are turned over to the buyer or his representative. (*See* Documents, surrender of.)

Cash payment. *See* Cash.

Cash (against) railroad bill of lading. *See* Cash (against) bill of lading.

Cash sale. *See* Cash.

Cash (before) shipment. Cash must be paid to the seller before he will make shipment of the goods purchased by his customer.

Cash (against) steamship bill of lading. *See* Cash (against) bill of lading.

Cashier's check. A check drawn by a bank on its own funds and signed by the bank's cashier.

Catalogues. *See* Printed matter; Auction sale catalogue; Catalogues (for) export.

Catalogues (for) export. (*See also* Printed matter.) It is, of course, highly to be recommended that all catalogues and other printed matter intended for a foreign market or customer be presented in the language of that country. While the general description of goods, translated or in English, naturally will not vary from the domestic

catalogue or printed matter, all special features which apply to the recipient in a foreign country or the country itself should be fully mentioned, not only with regard to the article itself, but also with regard to all the data that it is necessary for the foreign prospect or customer to know in order to be able to calculate both the value and the cost of the goods to him if he should decide to import them. Thus, cost of packing; weights and measurements of items and whether they are packed in single or multiple units, or the like, to permit calculation of freight; composition, with regard to special tariff laws prevailing at the port of destination to which the foreign buyer would have to ship—all these and other details should be contained in a catalogue if it is really to fulfill its service to the utmost in presenting goods in print, for sale, to the foreign importer.

Catch-all provision. Customs term for articles "not otherwise provided for" in tariff and regulations.

Cattle shipments. *See* Animal exports.

Cedule. *See* Warrant.

Center, import. *See* Import center.

Central trading center. *See* Cartel.

Certificate (of) analysis. For goods for which an analysis is required as proof of their quality, composition, and the like, a certificate of analysis must be obtained and attached to the invoice, and must be submitted to Customs authorities for clearance when entering the goods at the port of arrival.

Certificate, animal inspection. *See* B.A.I. certificate.

Certificate, audit. *See* Audit certificate.

Certificate, chamber of commerce. *See* Chamber of commerce certificate.

Certificate, consular. A certificate issued by a consular officer in the country of exportation, mainly applied to invoices for goods the invoice value of which exceeds a minimum amount (in value billed). This invoice is certified by the consular officer after execution in triplicate or quadruplicate, and declared to be correct by the shipper, seller, owner, or agent. (*See* Invoice, consular; Invoice, certified; Certificate of origin; Certificate, consular, returned American products; Consul; Certificate of disinfection; Vessel clearance; Vessel entry.)

Certificate, consular, returned American products. (*See* Certificate, consular.) A special consular certificate is issued in connection with the return of boxes, from American shooks, which are to be returned to the United States, or for drums, steel boxes, casks, barrels, carboys, bags, quicksilver flasks or bottles, metal drums, and other substantial outer containers, in order to insure their duty-free return by the foreign shipper to the original United States exporter. (*See also* Repairs abroad; Returned goods (from) abroad.) In the case of the shooks, after proof (invoice) has been given of the United States origin of the boxes and their original contents, and production of a certificate by the boxmaker (*see specimen, page 920*) and by the shipper, the consul will issue a certificate as per exhibit (*see specimen, page 921*). In the case of the containers mentioned, such articles must be permanently and indelibly marked for identification prior to exportation from the United States, and the foreign shipper then has to present a certificate as shown in the specimen, the consul issuing the specimen after he has verified the shipper's certificate from the records in his office. (*See* Entry (of) goods.) (*See specimens, pages 920–921.*)

Certificate (of) copyright. *See* Copyright.

Certificate (for) cosmetic imports. *See* Food imports.

Certificate (of) count. A document which certifies the accuracy and quantity of a shipment as far as the count

of its parts or of its units is concerned.

Certificate, Customs. *See* Customs certificate.

Certificate, debenture. A customhouse certificate entitling to refund of duties (*see* Drawback).

Certificate (of) delivery. *See* Drawback.

Certificate (of) deratization. *See* Deratization.

Certificate (of) disinfection. A certificate given by a consular officer at the port of exportation in connection with shipments which at the port of importation are required to produce such a certificate in order to gain permission to enter the United States. If it is needed, it should be confirmed in quotations and sales contract.

Certificate (for) drug imports. *See* Food imports.

Certificate (of) enrollment and license. *See* Enrollment of vessels.

Certificate (of) exportation. *See* License, export; Certificate, consular, returned American products; Export shipper's declaration; Exhibition exports; Scientific exports; Educational exports, returned. (*See specimens, pages 791–792.*)

Certificate (for) food imports. *See* Food imports.

Certificate (of) fumigation. *See* Vessel clearance; Deratization.

Certificate (of) health. *See* Bill (of) health.

Certificate (of) importation. *See* Drawback; Import license.

Certificate (of) inspection. A certificate which testifies to the inspection of exported or imported goods, meat products and the like, vessels (*see* Vessel inspection), or any other object, and which reports on the subject that was the aim of the inspection. If it is needed, it should be confirmed in quotation and sales contracts. Animals for export must be inspected at the port of embarkation and found to be free from evidence of communicable disease or exposure thereto. (*See* B.A.I. certificate. *See specimen, page 828.*)

In regard to many staple commodities sold against letter of credit, on grade designation entirely, such as raw cotton, the buyer provides for inspection or warehouse certification of the goods before shipment to avoid loss due to deviation from standard grade. (*See* Quality certificate; Sampling, commercial; Conditions (of) sale, *heading:* "Inspection.") Inspection before shipment is also provided in many sales contracts on expensive machinery or equipment. Inspection certificates are sometimes stipulated as necessary documentary evidence to be furnished a bank before an exporter may present his drafts against a letter of credit and have them honored.

Certificate (of) insurance. *See* Insurance certificate; Letter of credit, *heading:* "Documents."

Certificate, landing. A certificate issued by a consular officer at the port of shipment for goods exported under bond.

Certificate, loadline. *See* Vessel clearance; Vessel, loadline.

Certificate (of) manufacture. Used in connection with letters of credit. (*See* Letter of credit.) When letters of credit provide for payment against certificate of manufacture, the authorized bank will pay the beneficiary of the credit upon presentation of a certificate stating that the goods have been manufactured and are being held for the account of the buyer. In normal times the commonest requirement of letters of credit is to provide for payment against on-board bills of lading. (*See* Bill of lading, ocean.) However, certificates of manufacture came into prominence, under letters of credit, in 1942, when, because of war, steamship space was difficult to ob-

tain and when rail embargoes were not uncommon, so that all transportation for civilian goods was problematical. By asking for a letter of credit stipulating payment against certificate of manufacture, the seller could assure payment at the factory and thus shift the entire risk of transportation to the buyer. While the certificate has its greatest vogue in times of stress, it is likely that it will continue to be used, especially when goods are manufactured to the buyer's individual specifications.

The Bankers Association for Foreign Trade recommended a uniform certificate of manufacture, in 1942, reading as follows:

(Customer)

We hereby certify that the attached invoice dated . . . . . , our No. . . . . , covers material which has been manufactured and set apart for your account and risk at (location).

. . . . . .
(Manufacturer)

Another form of certificate of manufacture, for an entirely different purpose, is used in connection with drawback (*see* Drawback).

Certificate, non-dumping. (*See also* Dumping.) For the protection of a country against the dumping of certain types of foreign merchandise or products, certificates of non-dumping are required. These must confirm that the invoice values of the shipment represent the asked open-market price or value of the goods contained in the shipment, if sold for home consumption in the country from which goods are shipped. The certificate must also confirm that discounts are the same as those granted on similar quantities sold for consumption in the country of origin. Countries which require non-dumping certificates have different regulations as to their exact contents, but they all must give information, in essence, on the points mentioned above.

Certificate (of) origin. (*See also* Country (of) origin. *See specimens, pages 736–743.*) The *certificate of origin* is demanded by many countries, and its individual requirements, as well as the need of supplying it at all, can be ascertained only by communication with the consulate of the country to which shipment is intended. A number of countries have apportioned space on the *consular invoice* to show the country of origin of each item on the invoice, obviating the necessity for a separate certificate. In this Dictionary, the certificate of origin is discussed merely from the point of view of its character, and to illustrate it better, several specimens are shown (at the back of the book). The reasons for requiring such a certificate are various. It is demanded and needed by governments or countries whose tariff laws favor certain countries, or which have made agreements with certain countries, to determine such favored tariff rates (*see* Agreements, reciprocal trade). These favoring tariff laws necessitate (for goods brought in from favored countries) a certificate of the actual origin of the articles imported and of the fact that they come from the country or countries enjoying such special tariff privileges or favors. This certificate, known as the *certificate of origin*, therefore enables the importing country to determine, through its Customs officers and administration, which shipments or goods shall benefit by such discrimination. It contains generally the same information as the consular invoice (*see* Invoice, consular), and is granted a visum by a consular officer of the country of destination (that is, the importer's country) at the port of shipment of the manufacturer, shipper, or seller (that is, the exporter's country). Certain countries require

certification in the United States by a recognized chamber of commerce, or commercial or industrial association. (*See* Commerce and Industry Association of New York.) This certificate is then presented by the importer to Customs officials to show the origin of the goods so that special preferential tariff rates, or discounts from regular tariff rates, or other deductions granted in agreements existing between the countries of buyer and seller, or favors, can be taken into consideration. United States consular certificates are not required for shipments of foreign-grown coffee to Puerto Rico from the United States. The Philippine Islands, not being within the Customs territory of the United States, must produce a certificate of origin, signed, in their case, by a collector or deputy collector of Customs or other competent authority of the Philippine Government. Merchandise arriving in the United States from Guam, Wake Island, Midway Islands, Kingman Reef, or American Samoa, all American territory but not within the Customs territory of the United States, must be entered, but is admitted free of duty if accompanied by a certificate of origin from the chief Customs officer at the port of shipment showing that the merchandise is the growth of products of those islands or actual importations into the islands. Articles coming into the United States from the Virgin Islands valued at more than $10 will be admitted free of duty if accompanied by a certificate of origin from the collector or his deputy of Customs at the port of shipment in the Virgin Islands. Products of the Swan Islands also are admitted free of duty, provided that evidence of their origin is produced. (*See also* Entry (of) parcels.) (*See the specimens, pages 854–873.*)

(For legal reference, see Section 201, Public Law 371; and Sections 7.8 and 7.9 of the Customs Regulations of 1943.)

Certificate (of) ownership, vessel. The certificate showing the ownership of a vessel, which, at the request of any person, the collector of Customs will furnish from his office. This certificate states the names of the owners, the interest held by each owner, and the material facts as to any bill of sale, mortgage, or other transaction or entry affecting the ownership of the vessel.

Certificate (of) pedigree. If purebred animals are imported into the United States for breeding purposes, a certificate showing that this is the truth and also showing the American citizenship of the importer must be produced, being known as the *certificate of pedigree.* Without it, the animal will not be permitted entry.

Certificate (of) quality. *See* Quality certificate.

Certificate (of) registry. When the Government registers a vessel (*see* Vessel registry) which is to engage in foreign trade, it issues a *certificate of registry.* This document is to the vessel what the personal identification papers are to an individual, for example, his passport, issued by his government, in case of his going abroad. The certificate of registry entitles the ship to the protection of the government whose flag it flies (*see specimen, pages 914–917*). (*See* Sea-letter; Vessel register.)

Certificate, sanitary. Certain food products, plants, seeds, and live animals are often required to be accompanied by certificates of purity or of absence of disease or pest, to be viséed by a consul of the importing country after inspection and certification by a recognized official inspector. Lard, meat, and meat products are the food products for which sanitary certificates are most often demanded. (*See* Animal exports.)

Certificate, share. *See* Share certificate.

Certificate (of) tonnage tax. Upon each payment of tonnage tax or light money, the collector of Customs gives the master of the vessel a certificate showing the payment then made as well as all the previous payments during the then current tonnage year. (*See* Tonnage tax.)

Certificate (of) value. Shows that the value declared and accounts charged on the shipper's invoice are accurate and the true value of the goods so billed.

Certificate, warehouse. *See* Warehouse receipt.

Certificate (of) weight. A certificate issued by the weigher. (*See* Weigher.)

Certified check. *See* Check, certified.

Certified copy. *See* Copy, certified.

Certified crew list. *See* Vessel entry.

Certified invoice. *See* Certificate, consular; Invoice, consular; Entry (of) goods; Invoice, certified.

Chamber of commerce. The local, state, or national association formed by businessmen, merchants, importers, exporters, storekeepers, and so forth, of the city, state, or nation, for the purpose of mutually improving their trade, protecting their interests, and furthering their own prosperity as well as that of the communities, states, or countries in which they are established. Unless otherwise specified (as "Aeronautical," for example, *which see*), they serve the commercial interests in general of their territory, add to the better functioning of trade, and protect those engaged in trade. Some of the chambers have courts of arbitration (*see* Arbitration), and all of them are built on a basis of joint interest and mutual furtherance of trade interests regardless of the trade in which the individual member is engaged or interested. There are also national and international chambers of commerce (*see* Chamber of Commerce of the United States; International Chamber of Commerce), as well as American chambers abroad (*see* Chambers of commerce, American, abroad) and foreign chambers in the United States (*see* Chambers of commerce, foreign, in the United States). In the United States, a great number of the chambers have a foreign trade department (*see* Chambers of commerce, various). There are some 8,000 chambers of commerce throughout the world (*see* Chambers of commerce, world). Certain countries require certification in the United States on certificates of origin and other export (shipping) documents by a recognized chamber of commerce. (*See* Commerce and Industry Association of New York.)

Chamber of Commerce, Aeronautical. The basic organization plan of the Chamber recognizes the following areas of interest: (1) projection of a national air power policy for the future; (2) development of the personal plane market, including expansion of landing facilities and liberalization of government regulations; (3) general service on industry problems, such as airplane and engine standards, traffic, and industrial relations; (4) a comprehensive program for dealing with national air and air power problems.

Functions of the Export Committee and the Chamber's export staff involve contact with government departments concerned with foreign trade activities, first, to be fully informed on foreign trade and conditions, and second, to present the industry's views to the government on such matters as: (1) international airworthiness requirements; (2) co-operation by government agencies in foreign countries; (3) export financing, credits, and exchange; (4) disposal of surplus aircraft, components, parts, and accessories in foreign fields; (5) government regulations and pending legislation respecting export proce-

dures. Recommendations to the government departments include appointment of civil air attachés in all important countries, creation by the Department of Commerce of technical missions of highest competence, extension of suitable credits, the cooperation and facilities of United States embassies, sponsored educational programs, and information concerning impending negotiations with other nations.

Chamber of commerce certificate. Among such certificates are those connected with consular invoices. (*See* Invoice, consular.)

Chamber of Commerce, International. *See* International Chamber of Commerce.

Chamber of Commerce of the United States. The Chamber of Commerce of the United States is a federation of chambers of commerce and trade associations throughout the United States, including also American chambers of commerce abroad. It was established in 1912 and now has some 2,000 organizations within its membership, approximately 1,530 being chambers of commerce and 470, trade associations.

Since its establishment, the Chamber has dealt with a wide variety of international commercial questions, particularly with reference to foreign trade, foreign commercial policy, and United States tariff policy. The local chambers who are members, called organization Members, vote on such questions through referendum or resolution in Annual Meeting.

Foreign trade policies of the Chamber include: recommendations as to reciprocal trade agreements, flexible tariff, anti-dumping legislation, Tariff Commission, Webb-Pomerene associations, taxation of American citizens resident abroad, monetary policy, international communications and transportation, passport and visa requirements, controls and discrimination in international trade, and similar subjects.

The Chamber's foreign trade questions are dealt with by its Foreign Commerce Department and its Foreign Commerce Department Committee, composed of well-known traders, bankers, shipping men, and others representing various geographical regions of the country. The Chamber also maintains a Special Committee on International Trade Problems to deal with *political* questions as affecting world business. Matters in the field of transportation and communication are handled by its Transportation and Communication Department Committee, as well as its Special Committee on International Transport; matters in the monetary field are handled by its Finance Department Committee; and cartel matters were being dealt with in 1944–1945 by a Special Committee on International Combinations and Agreements.

The Chamber also maintains, jointly with the Canadian Chamber of Commerce, a Canada-United States Committee of nine members from each country which meets twice a year to discuss business problems of common interest.

The Chamber is a member of the International Chamber of Commerce and of the Permanent Council of American Associations of Commerce and Production, taking up with these international bodies many questions in the fields of trade, industry, transport, patent protection, taxation, finance, insurance, and so forth.

The Foreign Commerce Department of the Chamber acts as a clearinghouse for the foreign trade bureaus in chambers of commerce throughout the United States and for the American chambers of commerce abroad. The Department distributes to mem-

ber organizations a trade opportunity bulletin and from time to time publishes special reports of recommendations to business and government for the improvement of foreign trade procedure, legislation, and so forth. It makes specific analyses of export and import trade; keeps current references to American sources of foreign trade information; informs members of pending legislation affecting international trade; and conducts annually, at the Chamber's Annual Meeting, conferences on outstanding topics of international trade interest.

Since 1935 the Chamber of Commerce of the United States has sponsored a "National Foreign Trade Week" through local chambers of commerce, trade associations, national foreign trade organizations, foreign trade clubs, service groups, schools, and other agencies. This week is set each year for the week containing May 22, "National Maritime Day," which day was established by Congress to commemorate the sailing of the steamship *Savannah*, the first steamship to make a round trip across the Atlantic.

A list of the publications of the Chamber, including those in fields of interest to foreign traders, is available on request from the Foreign Commerce Department, Chamber of Commerce of the United States, Washington 6, D. C.

Chambers of commerce, American, abroad. These endeavor to further the interests of American firms in the countries in which they are located as well as of Americans residing in those countries. Generally American chambers of commerce abroad are glad to receive inquiries from houses in the United States. Detailed service, however, is ordinarily undertaken free of charge only for members of the particular organizations. Some chambers have a set schedule of charges for their services rendered to non-members.

AMERICAN CHAMBERS OF COMMERCE ABROAD

Argentina: Chamber of Commerce of the United States of America in the Argentine Republic,
Avenida R. S. Pena 567, Buenos Aires.
Cable address: USCHAMCOM

Belgium: American-Belgian Chamber of Commerce in Belgium,
25 Rue du Champ de-Mars, Brussels.
Cable address: AMBELCOBE

Brazil: American Chamber of Commerce for Brazil,
Caixa Postal 916, Rio de Janeiro.

American Chamber of Commerce of São Paulo,
Viaduto Boa Vista 67, Fourth Floor, Associaco Commercial Bldg.,
Caixa Postal 109-B, São Paulo.
Cable address: AMERCHACOM

Chile: Chamber of Commerce of the United States of America in the Republic of Chile,
Santiago,
Huerfanos 979, Eighth Floor,
Casilla 4131, Santiago.
Cable address: AMCHAMBER

China: American Chamber of Commerce,
209 Foochow Rd , Shanghai.

Associated American Chambers of Commerce of China,
209 Foochow Road, Shanghai.
Cable address: ASAMCOM

Colombia: Colombian-American Chamber of Commerce,
Banco Hipotecario de Colombia Building,
Apartado 2534, Bogotá.
Cable address: COLAM

Cuba: American Chamber of Commerce of Cuba,
Box 849, Havana 64, Cuba.
Cable address: AMCHAMCOM

Dominican Republic: American Chamber of Commerce of the Dominican Republic,
P. O. Box 343, Ciudad Trujillo, District of Santo Domingo.

England: American Chamber of Commerce in London, Inc.,
Aldwych House, Aldwych, London, W.C.2.
Cable address: AMCHAM

France: American Chamber of Commerce in France,
21 Avenue George V, Paris.
Cable address: NACIREMA

Italy: American Chamber of Commerce for Italy,
Via Agnelli 12, Milan.
Cable address: CAMAMERICA

Luxembourg: American Chamber of Commerce at Luxembourg,
32 Rue Glessener,
Luxembourg.

Mexico: American Chamber of Commerce of Mexico, A.C.P.,
San Juan de Letran 24,
Apartado 82 bis, Mexico, D. F.
Cable address: AMERICOMEX

Morocco: American Chamber of Commerce for Morocco,
4 Rue Nationale,
P. O. Box 158, Casablanca.

Philippines: American Chamber of Commerce of the Philippines,
Manila, P. I.

South Africa: Chamber of Commerce of the U. S. in So. Africa,
42 Standard Bank Chambers,
P. O. Box 7017,
Johannesburg.

Spain: American Chamber of Commerce in Spain,
Rambla Estudios, Barcelona 1.

Uruguay: The Chamber of Commerce of the U. S. of America in Uruguay,
477 Avenida 25 de Mayo,
P. O. Box 389, Montevideo.

Chambers of commerce, foreign, in the United States. These endeavor to further the interests of the merchants and shippers in their home countries as well as those of their compatriots who visit or live in the United States (*see accompanying list of "Foreign Chambers of Commerce in the United States"*).

FOREIGN CHAMBERS OF COMMERCE IN THE UNITED STATES

Argentine-American Chamber of Commerce, Inc.,
11 Broadway,
New York 4, New York

Austrian Chamber of Commerce of the United States, Inc.,
165 West 46th Street,
New York 19, New York

Belgian Chamber of Commerce in the United States, Inc.,
50 Rockefeller Plaza,
New York 20, New York

American *Brazilian* Association, Inc.,
10 Rockefeller Plaza,
New York 20, New York

British Empire Chamber of Commerce in the United States of America, Inc.,
587 Fifth Avenue,
New York 17, New York

Chinese Chamber of Commerce,
154 Canal Street,
New York, New York

Chinese Chamber of Commerce,
730 Sacramento Street,
San Francisco 8, California

Colombian-American Chamber of Commerce,
66 Beaver Street,
New York 4, New York

Cuban Chamber of Commerce in the U. S., Inc.,
67 Wall Street,
New York 5, New York

Dominican Chamber of Commerce of the United States, Inc.,
30 Rockefeller Plaza,
New York 20, New York

Ecuadorean-American Chamber of Commerce, Inc.,
Two Broadway, Room 426,
New York 4, New York

French Chamber of Commerce in the United States, Inc.,
730 Fifth Ave.,
New York 19, New York

Holland-American Chamber of Commerce for Pacific Coast States, Inc.,
233 California Street, Room 427,
San Francisco 11, California

India Chamber of Commerce of America, Inc.,
225 Fifth Avenue,
New York, New York

Indo-American Association of Commerce,
225 Fifth Avenue,
New York, New York

Italian Chamber of Commerce,
308 West Washington Street,
Chicago 5, Illinois

American Chamber of Commerce for Trade with *Italy*, Inc.,
105 Hudson Street,
New York 13, New York

Korean-American Chamber of Commerce,
1230 Avenue of the Americas,
New York, New York

Korean Chamber of Commerce in America,
1712 Crenshaw Blvd.,
Los Angeles 6, California

Mexican Chamber of Commerce of California, Inc.,
233 So. Broadway,
Los Angeles 13, California

Mexican Chamber of Commerce of Chicago, Inc.,
201 North Wells Street,
Chicago, Illinois

Mexican Chamber of Commerce of Los Angeles,
00 South Los Angeles Street,
Los Angeles, California

Mexican Chamber of Commerce of the U. S., Inc.,
60 Wall Street,
New York, New York

Netherlands Chamber of Commerce in New York,
41 East 42nd Street, Room 1101,
New York 17, New York

Norwegian American Chamber of Commerce, Inc.,
80 Broad Street, Room 2705,
New York 4, New York

Peruvian-American Association,
70 Pine Street,
New York, New York

Philippine-American Chamber of Commerce, Inc.,
80 Broad Street,
New York 4, New York

Philippine Chamber of Commerce of the State of California, Inc.,
306 South Spring Street,
Los Angeles, California

American-*Portuguese* Chamber of Commerce, Inc.,
80 Broad Street,
New York, New York

Puerto Rico Commerce and Industry Assn.,
225 Broadway,
New York 7, New York

American-*Russian* Chamber of Commerce, Inc.,
345 Fifth Avenue,
New York 6, New York

Spanish Official Chamber of Commerce in the United States,
515 Madison Avenue,
New York, New York

Swedish Chamber of Commerce of the United States, Inc ,
630 Fifth Avenue,
New York, New York

American *Swiss* Chamber of Commerce,
188 West Randolph Street,
Chicago 1, Illinois

Venezuelan Chamber of Commerce of the United States, Inc.,
29 Rector Street,
New York 6, New York

Chambers of commerce, various. The attached list of "Foreign Trade Bureaus" gives the names of chambers of commerce in the United States which have foreign trade bureaus, that is, 118 chambers located in 35 different states, and the titles they use locally.

FOREIGN TRADE BUREAUS IN CHAMBERS OF COMMERCE THROUGHOUT THE UNITED STATES

Akron, Ohio: Akron Chamber of Commerce
Atlanta, Ga.: Chamber of Commerce
Baltimore, Md.: Baltimore Association of Commerce
Beaumont, Tex.: Chamber of Commerce
Berkeley, Cal.: Berkeley Chamber of Commerce
Binghamton, N. Y.: Binghamton Chamber of Commerce
Birmingham, Ala.: Chamber of Commerce
Boston, Mass.: Chamber of Commerce
Bridgeport, Conn.: Manufacturers' Association, Inc.
Brooklyn, N. Y.: Brooklyn Chamber of Commerce
Brownsville, Tex.: Chamber of Commerce
Buffalo, N. Y.: Buffalo Chamber of Commerce
Cedar Rapids, Iowa: Cedar Rapids Chamber of Commerce
Chambersburg, Pa.: Chamber of Commerce
Charleston, S. C.: Chamber of Commerce
Charlotte, N. C.: Charlotte Chamber of Commerce, Inc.
Chattanooga, Tenn.: Chattanooga Manufacturers' Assn.
Chicago, Ill.: The Chicago Association of Commerce
Cincinnati, Ohio: Cincinnati Chamber of Commerce
Cleveland, Ohio: The Cleveland Chamber of Commerce
Columbus, Ga.: Columbus Chamber of Commerce
Columbus, Ohio: Chamber of Commerce
Dallas, Tex.: Dallas Chamber of Commerce
Dallas, Tex.: East Texas Chamber of Commerce
Dayton, Ohio: Dayton Chamber of Commerce
Denver, Colo.: Denver Chamber of Commerce
Detroit, Mich.: Board of Commerce
Elkhart, Ind.: Elkhart Chamber of Commerce
El Paso, Tex.: Chamber of Commerce
Erie, Pa : Erie Chamber of Commerce
Evansville, Ind : Evansville Chamber of Commerce

Fort Smith, Ark.: Chamber of Commerce
Fort Worth, Tex.: Fort Worth Chamber of Commerce
Galveston, Tex.: Galveston Chamber of Commerce
Grand Rapids, Mich.: Grand Rapids Chamber of Commerce
Harrisburg, Pa.: Harrisburg Chamber of Commerce
Hartford, Conn.: Manufacturers' Assn. of Conn., Inc.
Houston, Tex.: Chamber of Commerce
Indianapolis, Ind.: Chamber of Commerce
Jackson, Miss.: Jackson Chamber of Commerce
Jacksonville, Fla.: Chamber of Commerce
Kansas City, Mo.: Chamber of Commerce of Kansas City
Laredo, Tex.: Laredo Chamber of Commerce
Little Rock, Ark.: Greater Little Rock Chamber of Commerce
Long Beach, Calif.: Long Beach Chamber of Commerce
Los Angeles, Calif.: Los Angeles Chamber of Commerce
Lowell, Mass.: Chamber of Commerce
Memphis, Tenn.: Memphis Chamber of Commerce
Miami, Fla.: Chamber of Commerce
Milwaukee, Wis.: Milwaukee Association of Commerce
Minneapolis, Minn.: Minneapolis Civic & Commerce Assn.
Mishawaka, Ind.: Mishawaka Chamber of Commerce
Mobile, Ala.: Mobile Chamber of Commerce
Muncie, Ind.: Chamber of Commerce
Muskegon, Mich.: Muskegon Greater Chamber of Commerce
Newark, N. J.: Chamber of Commerce of the City of Newark, N. J.
New Haven, Conn.: Chamber of Commerce
New Orleans, La.: Association of Commerce
New York, N. Y.: Commerce and Industry Association of New York
New York, N. Y.: The International Trade Section, New York Board of Trade
Norfolk, Va.: Norfolk Association of Commerce
Norfolk, Va.: Hampton Roads Maritime Exchange
Oakland, Calif.: Chamber of Commerce
Oklahoma City, Okla.: Chamber of Commerce
Omaha, Nebr.: Omaha Chamber of Commerce
Peoria, Ill.: Peoria Association of Commerce
Philadelphia, Pa.: Chamber of Commerce and Board of Trade of Philadelphia
Pittsburgh, Pa.: Chamber of Commerce of Pittsburgh
Port Arthur, Tex.: Port Arthur Chamber of Commerce
Portland, Maine: Maine State Chamber of Commerce
Portland, Ore.: Chamber of Commerce
Providence, R. I.: Chamber of Commerce
Raleigh, N. C.: Department of Conservation and Development
Richmond, Va.: Richmond Chamber of Commerce
Richmond, Va.: Virginia State Chamber of Commerce
Rochester, N. Y.: Chamber of Commerce
Rockford, Ill.: Chamber of Commerce
St. Louis, Mo.: St. Louis Chamber of Commerce
San Antonio, Tex.: San Antonio Chamber of Commerce, Inc.
San Diego, Calif.: San Diego Chamber of Commerce
San Francisco, Calif.: Chamber of Commerce
Savannah, Ga.: Chamber of Commerce
Seattle, Wash.: Seattle Chamber of Commerce
South Bend, Ind.: Chamber of Commerce
Spokane, Wash.: Chamber of Commerce
Springfield, Mass.: Chamber of Commerce
Springfield, Ohio: The Springfield Chamber of Commerce
Syracuse, N. Y.: Chamber of Commerce
Tacoma, Wash.: Tacoma Chamber of Commerce
Tampa, Fla.: Tampa Chamber of Commerce
Toledo, Ohio: Chamber of Commerce
Trenton, N. J.: Chamber of Commerce
Tulsa, Okla.: Chamber of Commerce
Union City, N. J.: Chamber of Commerce of Northern Hudson County
Waterbury, Conn.: Waterbury Chamber of Commerce
Wenatchee, Wash.: Chamber of Commerce
Wichita, Kans.: Wichita Chamber of Commerce
Wichita Falls, Tex.: The Wichita Falls Chamber of Commerce
Worcester, Mass.: Chamber of Commerce
Yakima, Wash.: Yakima Chamber of Commerce

Chambers of commerce, world (arranged geographically).

	Title Used
CANADA	Board of Trade
WEST INDIES:	
Bermuda	Chamber of Commerce
British West Indies	Chamber of Commerce
Cuba	Camara de Comercio
Curaçao	Kamer van Koophandel-Nyverheid

	Title Used
Dominican Republic	Camara de Comercio, Industria y Agricultura
French West Indies	Chambre de Commerce
Haiti	Chambre de Commerce
CENTRAL AMERICA:	
British Honduras	Chamber of Commerce
Costa Rica	Camara de Comercio
Guatemala	Camara de Comercio e Industria
Honduras	Camara de Comercio
Mexico	Camara Nacional de Comercio
Nicaragua	Camara de Comercio e Industrias
Panama	Camara de Comercio
El Salvador	Camara de Comercio e Industria
EUROPE:	
Aegean Islands	Agenzie Commerciali Italiane
Albania	Oda e Tregtis
Azores	Associação Commercial
Belgium	Chambre de Commerce et d'Industrie
Bulgaria	Chamber of Commerce and Industry
Cyprus	Chamber of Commerce
Czechoslovakia	Obchodni a Zivnostenska Komora
Danzig	Industrie und Handelskammer
Denmark	Handelsforening
Estonia	Kaubandus-Toostuskoda
Finland	Kauppakamari
France	Chambre de Commerce
Germany	Industrie und Handelskammer
Gibraltar	Chamber of Commerce
Great Britain	Chamber of Commerce
Greece	Chambre de Commerce et d'Industrie
Hungary	Kereskedelmi es Iparkamara
Iceland	Handelsstandsforening
Irish Free State	Chamber of Commerce
Italy	Camera di Commercio
Latvia	Chamber of Commerce and Industry
Lithuania	Chamber of Commerce, Industry and Crafts
Luxembourg	Chambre de Commerce
Madeira Islands	Associação Commercial
Malta	Chamber of Commerce
Netherlands	Kamer van Koophandel en Fabricken
Northern Ireland	Chamber of Commerce
Norway	Handelskammer
Poland	Izba Przemyslowo-Handlowa
Portugal	Associação Commercial
Rumania	Camera de Comert si Industrie
Spain	Camara Oficial de Comercio e Industria
Sweden	Handelskammare
Switzerland	Handelskammer, Chambre de Commerce, Camera di Commercio, Kaufmaennisches Direktorium
Union of Soviet Socialist Republics	Sayooznaya targovaya palata.
Yugoslavia	Trgovinsko-Industijska Komora
SOUTH AMERICA:	
Argentina	*(varies)*
Bolivia	Camara de Comercio
Brazil	Associação Commercial
British Guiana	Chamber of Commerce
Chile	Camara de Comercio
Colombia	Camara de Comercio
Ecuador	Camara de Comercio
French Guiana	Chambre de Commerce
Paraguay	Camara Nacional de Comercio
Peru	Camara de Comercio
Surinam (Dutch Guiana)	Kamer van Koophandel en Fabricken
Uruguay	Camara Nacional de Comercio
Venezuela	Camara de Comercio
ASIA:	
Aden, Arabia	Chamber of Commerce
British North Borneo	Chamber of Commerce
Ceylon	Chamber of Commerce
China	Chinese General Chamber of Commerce
Chosen (Korea)	Chamber of Commerce and Industry
Federated Malay States	Chamber of Commerce
French India	Chambre de Commerce
French Indo-China	Chambre de Commerce
Hejaz, Arabia	Chamber of Commerce
Hong Kong	Chinese General Chamber of Commerce
India	Chamber of Commerce
Iran (Persia)	Chamber of Commerce
Iraq (Mesopotamia)	Chamber of Commerce
Japan	Chamber of Commerce and Industry
Karafuto, Sakhalin	Chamber of Commerce and Industry

	Title Used
Kwantung, Manchuria	Chamber of Commerce and Industry
Macao	Associação Commercial
Manchukuo (Manchuria)	Chamber of Commerce and Industry
Netherlands India (Dutch East Indies)	Handelsvereeniging
Palestine	Chamber of Commerce
Philippine Islands	Camara de Comercio
Portuguese India	Associação Commercial
Sinkiang (Chinese Turkestan)	Chamber of Commerce
Straits Settlements	Chamber of Commerce
Syria	Chambre de Commerce et d'Industrie
Taiwan (Formosa)	Chamber of Commerce
Thailand (Siam)	Chamber of Commerce
Turkey	Ticaret ve Sanayi Odasi
OCEANIA:	
Australia	Chamber of Commerce
Fiji	Chamber of Commerce
French Oceania	Chambre de Commerce
New Zealand	Chamber of Commerce
Tonga Islands	Chamber of Commerce
AFRICA:	
Algeria	Chambre de Commerce
Anglo-Egyptian Sudan	Chamber of Commerce
Angola	Associação Commercial
Belgian Congo	Chambre de Commerce
British South Africa (Northern Rhodesia, Basutoland, Bechuanaland, Southern Rhodesia, South West Africa, Zululand, Nyasaland)	Chamber of Commerce
British West Africa (Gambia, Gold Coast, Nigeria, Sierra Leone)	Chamber of Commerce
Canary Islands	Camara Oficial de Comercio, Industria y Navegación
Egypt	Chamber of Commerce
Eritrea	Agenzie Commerciali Italiane
Ethiopia (Abyssinia)	Chamber of Commerce
Fernando Po	Camara Oficial de Comercio e Agricola
French Somali Coast	Chambre de Commerce
French West Africa (Cameroons, Dahomey, French Guinea, French Sudan, Ivory Coast, Senegal, Togo)	Chambre de Commerce
Italian Somaliland	Agenzie Commerciali Italiane
Kenya Colony	Chamber of Commerce
Liberia	Chamber of Commerce
Libya (Cirenaica, Tripolitania)	Chamber of Commerce
Madagascar	Chambre de Commerce
Mauritius	Chamber of Commerce
Morocco, International Zone	Chambre de Commerce
Morocco, Spanish	Camara Oficial de Comercio
Mozambique	Associação Commercial
Réunion	Chambre de Commerce
Colony of São Thomé and Principe	Associação Commercial e Industrial
St. Helena	Chamber of Commerce
Tanganyika	Chamber of Commerce
Tunisia	Chambre de Commerce
Uganda	Chamber of Commerce
Zanzibar	Chamber of Commerce

Chandler. *See* Ship chandler.

Change (of) draft's time limit. *See* Draft acceptance, change of time limit.

Channels (of) trade. *See* Trade channels.

Charge, freight. *See* Charges; Freight; Transportation.

Charge, transportation, air. *See* Air transportation and charges.

Charges. Charges which are incurred by a shipper in connection with the shipment of his customer's purchase to the latter's country, and which are outside of the quoted or agreed price or services to be performed by the seller, such as local and ocean freight, insurance, bank commissions, interest, consular and other documentary fees, and so on, should be charged to the buyer. Such charges should be specified separately, and may even include other incidental costs to which the shipper or exporter was put in the interests of his customer, that is, the foreign importer, such as long-distance telephone calls, cables, telegrams, and other extras and incidental expenses. (*See* Charges, statement (of).)

On the other hand, the United States importer must consider as dutiable charges all such charges, costs, and expenses that were incidental to plac-

ing the merchandise in condition, packed ready for shipment to the United States. Such charges must be declared, and must represent the actual costs, which must be confined solely to merchandise imported into the United States. For duty purposes, any expenses that enter into the value of the merchandise when sold in the ordinary course of trade for domestic consumption in the country of exportation are not charges, but become a part of the value of the merchandise. On the other hand, the importer of goods into the United States need not pay duty on charges that represent such items of cost and expense as constitute no part of the value of the merchandise when sold in the ordinary course of trade in the country of exportation, and are no part of the expense, therefore, of placing it into condition, packed ready for shipment to the United States. (*See also* Freight forwarder.)

Charges collect. *See* Charges forward.

Charges, consul. *See* Consulation.

Charges, dutiable. *See* Dutiable charges.

Charges, export. *See* Charges; Freight forwarder; Charges, statement of.

Charges, ferry. Where simple shipments have to be sent across a bay, a river, or an arm of the port by ferry, and there is a ferry charge, it will have to be added to the cost unless goods were quoted and sold free to a point which included the ferry charges.

Charges forward. When charges are to be collected at the other end, or, in other words, when the charges figuratively speaking go forward with the goods and are not payable until arrival at destination, they are aptly called *charges forward.* If such charges are to be paid in connection with a draft at destination, that is to say, by the drawee, or, in other words, the person who owes the money represented by the draft, such *charges forward* may include the bank's collection charges, its commission (both domestic and foreign), interest (if any), also government taxes, and so forth. Equivalent to *charges collect.*

Charges here. In contrast to *charges forward,* when the charges are to be paid at port of shipment by the drawer, that is, the shipper of the goods, they are called *charges here.*

Charges (for) hoisting. Steamers at times make a charge for hoisting very heavy articles weighing more than a certain weight, for example, a ton and a half.

Charges, non-dutiable. *See* Dutiable charges.

Charges, port. *See* Port charges.

Charges, poundage. *See* Air transportation and charges.

Charges, statement (of). The complete detailed statement of all charges (*see* Charges) which is sent to the importer both for his own information (to show how the sum total of the charges debited to him has been arrived at) and for Customs purposes.

In addition to the cost of the goods, there should be included with the invoice a statement of charges, so that the total cost of the shipment delivered in the United States may be determined. These charges may include inland freight to seaboard abroad, cartage, warehousing, insurance premium, packing costs, United States consular fees, loading charges, forwarding fees or transportation costs, inspection charges, purchasing fees, stamps or documents, reconditioning, repacking, foreign-exchange charges, cablegrams and postage, and export duties. The order may designate that any or all of these charges incurred under the terms of the contract be included.

Charges, storage. *See* Warehouse; Storage charges.

Charges, tariff. The charges of duty set forth in the tariff schedule.

Charges, terminal. Charges made in

connection with the handling of railroad freight.

Charges, transportation. *See* Transportation costs.

Charges, United States Customs. These are of two kinds, dutiable and nondutiable (*see* Charges).

Charter. To *charter* a ship means to lease it, whether for a single or a round trip, or for a definite period of time (*see* Charter *headings;* Tramp).

Charter, bare boat. A bare boat charter is one by which the charterer gets full control of the boat and cares for it as if it were his own.

Charter, berth. This charter implies that the ship has not been chartered for a complete, definite cargo, but the charterer hopes to be able to book sufficient cargo to allow him to send the vessel abroad, on a more or less profitable basis. The charterer therefore "puts the boat on the berth," that is to say, he holds it in the port and invites shippers to book cargo by his vessel. He accepts any cargo available for his vessel's destination, and, as he does not know by what date he will have been able to book sufficient cargo to give her master sailing orders, he advertises the ship to sail "on or about" a certain date, which is extended from time to time if sufficient cargo has not been delivered at the first advertised date.

Charter bill of lading. Not accepted by banks. (*See* Letter of credit, *heading:* "Guiding provisions.")

Charter contract. *See* Charter party.

Charter, dead freight. (*See* Dead freight.) If a ship is chartered at a certain price per ton, that is, per ton of its capacity, and the charterer is unable to fill it and make use of all the available cargo space, he still has to pay as much freight as if the ship were full. The space thus left empty but paid for is called *dead,* and the payment therefor called *dead freight.* (*See* Charter, lump sum.)

Charter, free in and out. *See* Free in and out.

Charter, general average. *See* Average, general.

Charter, general ship. When a charterer has not sufficient cargo of his own to fill the ship, he may offer others the cargo space he cannot himself fill to its full capacity. The charterer in such case advertises the vessel as a *general ship,* which will convey goods for third parties between certain ports or within the time during which he has chartered the vessel (*see* Charter party).

Charter, grain. *See* Grain charter.

Charter, gross. The *gross* form of a charter requires the owner to pay for everything, including loading, discharging, port charges, and all expenses in connection with the loading and discharging of the cargo, as well as the operating charges, such as crew's wages, fuel, or food (*see specimen, page 746*).

Charter, lumber. *See* Lumber charter.

Charter, lump sum. This means that the charterer has agreed to pay a definite, specified sum for the use of the ship, regardless of how much of its tonnage space he is able or willing to fill (*see* Charter party; Charter, dead freight), provided that the ship is always so loaded as to be seaworthy.

Charter market. The port, or the charter exchange or offices in it, that negotiates charters between shipowners and those who wish to charter ships. It is also the term used to describe the demand and supply in connection with the chartering of ships.

Charter, net. On the *net form* charter, after delivery of the vessel to the charterer at the port of loading, the charterer pays all subsequent port charges: stevedores, lighterage, and every item in connection with the loading and stowing of the cargo; and, if he loads at more than one port, he pays the additional port charges in and out un-

til he reaches the final port of discharge, where the owner takes over again. The charterer on a net form charter also pays for port charges at the discharging port. (*See specimen, page 747.*) The difference between the gross and net forms of charter (*see* Charter, gross) is sometimes bridged by special arrangements between shipowner and charterer. There are, for example, cases where, even in the net charter, the owner undertakes to do something which in the strict sense of the net charter would be for the charterer's account, but these instances are matters of negotiation and special agreement. To paraphrase it, the *gross freight* represents what the owner gets when he pays all charges described under "Charter, gross," while the net freight is what he receives when the charterers take care of the above-mentioned expenses.

Charter party. Derived from the Latin *charta partita.* The contract between the owner of the ship and the person or firm that is chartering it. The *charter party* either obligates the shipowner to convey the goods loaded on his vessel to a specified place for a certain sum of money, or undertakes that he will load the goods, deliver them at one place, or more places, and return for the same charterer with goods from abroad from the specified port or ports, or that he will load and deliver goods for the charterer to any agreed destinations for a certain period of time. On the other hand, charter parties also may provide for an outright leasing of the vessel to the charterer, who then loads and delivers the goods himself, either by taking care of the boat as if it were his own (*see* Charter, bare boat) or by accepting responsibility for only part of its upkeep (*see* Charter *headings following this*). The charter party should show the time for which the ship is chartered or the places between which it is to travel, the cargo to be carried, and the charter price or freight to be paid, and it will also include several other conditions characteristic of such charter contracts, as, for example, the number of lay days, the terms of payment (whether by the ton for the entire available space (*see* Charter, dead freight) or on an arranged lump-sum basis), and all the other clauses which express the agreement between shipowner and charterer. The amount of demurrage or fine (*see* Demurrage) which the charterer has to pay in case he exceeds the lay days provided for is also part of the contract. There are *gross, net, time,* and *trip charters,* as well as charters for grain and so forth (*see specimens, pages 744–749*). (*See* Charter *headings;* Charter party bill of lading.)

Charter party bill of lading. Not accepted by banks. (*See* Letter of credit, *heading:* "Guiding provisions.")

Charter rates. Depend entirely upon supply or demand, as do rates in the sale of commodities or of raw materials.

Charter, round-trip. *See* Charter, trip.

Charter, single-trip. *See* Charter, trip.

Charter, time. The *time charter,* as its name implies, is entered into between shipowner and charterer to cover a certain period of time, regardless of the tonnage of the vessel: that is to say, the price of the leasing of the vessel is not based on its tonnage, but on the period of time during which the vessel is put at the charterer's disposal (*see* Charter). The price to be paid for a time charter depends both upon the ports to be visited and, generally, upon the deadweight capacity of the vessel, as a basis for calculations of its time charter price. In a time charter, the owner of the vessel only pays and feeds the crew and repairs and maintains the ship, while all other charges are at the expense of the charterer, in-

cluding all operating expenses. (*See specimens, pages 748–749.*)

Charter, trip. This charter may be a contract between a shipowner and the charterer to cover a single trip or a round trip. It is normally paid by the ton of cargo, and the owner generally pays all operating (including port) charges.

Charterer. The person or firm that charters (hires) a vessel. (*See* Charter *headings.*)

Charterer's liability. *See* Responsibilities and liabilities, carrier and ship, "Liability of owners and masters."

Charthouse. This is the house on the bridge of the ship in which are kept the charts, as well as some of the valuable instruments needed for the navigation of the vessel, including binoculars, sextants, and so forth. The signal flags and logbooks are also kept in the charthouse.

Chattel. The movable property of a person or corporation, also known as *chattel goods.*

Check. A *check* is a draft drawn on a bank by one of the depositors and payable on demand. It is an unconditional order to the bank to pay a certain amount of money out of the drawer's account to the drawer or his order, which he can either specify by name, or merely in blank, by making the check payable "to order," "to bearer," "to currency," or "to cash." At the same time, the holder of the check has no claim against the bank on which it is drawn, unless the bank has issued, or has accepted or certified, the check (*see* Check, banker's; Check, certified), one of the grounds being that there is no contract between the bank and the holder of the check. While this may be a very important point in some cases, generally the bank will honor the check presented to it by the legitimate holder, provided the funds in the drawer's account are sufficient to meet it and provided the check bears the endorsement of the person to whose order it is drawn or to whom it is last endorsed (*see specimen, page 751*).

Check, banker's. A check drawn by a bank on its own funds and signed by the bank's cashier (*see* Cashier's check).

Check, certified. The certification of a check is a promise or guarantee by a bank that it will pay a certain check, drawn upon it, when presented in the regular course of business and with the proper endorsement (*see* Check). In the United States, checks can be certified verbally in certain states, but generally this is done in writing, by a stamp certifying to the promise of the bank, across the face of the check, to honor it when presented for payment. It is signed by an authorized officer of the bank. The bank immediately earmarks the amount certified against the account of the drawer in order to be sure both that it can keep its promise and that it will not do so at its own expense or at a loss to the bank.

Check rate. This term is used in connection with foreign exchange and indicates the price at which a draft at sight (sight draft) or a check upon another country may be purchased.

Checks (for) travelers. *See* Travel checks.

Cheque. *See* Check.

Chief Assistant Appraiser. *See* Appraiser, Customs.

Chop or "mark." A term used in the coffee trade and in the trade of other commodities, notably tea, and defined as any number of bags, or other usual containers or packages, all containing identical goods and all marked alike. A *chop* or *mark* of coffee means one and the same thing, namely, any number of bags, from one to infinity, all containing the same goods and all marked identically. According to Akers' *International Tea and Coffee Buyers' Guide,* the word is derived from "the Hindi *chapna,* to stamp; a number, mark, or brand. A *chop*

of tea means a certain number of chests of tea all bearing the same brand.

Before it is shipped from the country of production, each invoice of coffee is made up into a number of divisions called *chops*, the bags in each division being marked with a particular chop number.

Apart from the coffee and tea trade, a *chop* in India, China, and other Far Eastern countries is a seal, a stamp, which renders a document valid.

A *grand chop* is the equivalent of a Customs permit in China. A thing is said to be *first-chop* when it is of first-rate quality.

C. I. F. Cost, insurance, and freight. (*See* Definitions, foreign trade, American.) The selling price includes freight and insurance.

Cipher. (*See* Cable code.) Ciphers are only allowed in cables, either in the form of 5 letters or in 5 figures (*a*, *b*, *c*, or *1*, *2*, *3*, and so on). (Six to ten letters or figures used in one combination are charged at double the rate for five, that is, as two words.)

Circa. *See* About.

Circular letter of credit. *See* Letter of credit, circular.

Circular note. *See* Notes, circular.

Civil Aeronautics Administration. (*See* Civil Aeronautics Board.) The Administrator of Civil Aeronautics encourages and fosters the development of civil aeronautics and air commerce; encourages the establishment of civil airways, landing areas, and other air navigation aids and facilities; acquires, establishes, operates, and maintains air navigation facilities along civil airways and at landing areas; designates Federal airways; makes provision for the control and protection of air traffic moving in air commerce; undertakes or supervises technical development work in the field of aeronautics; plans for the development of aeronautical facilities; and maintains and operates the Washington National Airport.

The Administrator also enforces the civil air regulations (excepting the prescribing of safety standards, rules, and regulations and the suspension and revocation of certificates after hearing), including (*a*) effectuation of safety standards, rules, and regulations, (*b*) examination, inspection, or rating of airmen, aircraft, aircraft engines, propellers, appliances, air carriers, air navigation facilities, and air agencies, (*c*) issuance of various types of safety certificates, (*d*) suspension of safety certificates, and (*e*) compromise of civil penalties; provides for aircraft registration and recording of title; recommends to the Civil Aeronautics Board proposed standards, rules, and regulations designed to promote air safety; and requires notice and issues orders with respect to hazards to air commerce.

Development of landing areas. The locations for the construction or improvement of airports under this program are selected on the basis of their importance to national defense and to present as well as future civil aviation by a board consisting of the Secretaries of War, Navy, and Commerce.

REGIONAL OFFICES—CIVIL AERONAUTICS ADMINISTRATION

Region	*Office*	*Territory*
1	New York 17, N. Y.	Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia
2	Atlanta 3, Ga	Alabama, Florida, Georgia, Louisiana (east of the Mississippi River), Mississippi, North Carolina, South Carolina, Tennessee
3	Chicago 5, Ill	Illinois, Indiana, Kentucky, Michigan, Minnesota, North Dakota, Ohio, Wisconsin
4	Fort Worth 4, Tex.	Arkansas, Louisiana (west of the Mississippi River), New Mexico, Oklahoma, Texas.

Region	Office	Territory
5.....	Kansas City 6, Mo.	Colorado, Iowa, Kansas, Missouri, Nebraska, South Dakota, Wyoming.
6	Los Angeles, Calif	Arizona, California, Nevada, Utah, Pacific Islands
7...	Seattle 14, Wash	Idaho, Montana, Oregon, Washington.
8 ...	Anchorage, Alaska	Alaska
9	Honolulu	T H

The distinction between the Civil Aeronautics Administration and the Civil Aeronautics Board has been clarified by the Office of Aviation Information of the Civil Aeronautics Administration as follows:

In 1926, the Bureau of Air Commerce was formed as a part of the Department of Commerce, charged with the licensing of pilots; making flying safe, developing new air navigation facilities, mapping the airways, and furnishing flight information. The Bureau was established under the Air Commerce Act, and was the first Federal legislation for aviation.

The Civil Aeronautics Act of 1938 created the successor, Civil Aeronautics Authority. It was to function independently of any existing department of government. This Authority consisted of an Administrator, and a quasi-judicial board of five members all appointed by the President. The function of this body was to grant airman certificates, regulate mail and passenger rates, write air regulations, and formulate policies for civil aviation development. At the same time, there was created the Air Safety Board, a separate and independent body.

This Civil Aeronautics Authority inherited the personnel and duties of the Bureau of Air Commerce, and certain duties of the Post Office Department and the Interstate Commerce Commission, to all of whom the Air Mail Carriers had been responsible under the Black-McKellar Act of 1934.

In the summer of 1940, the Civil Aeronautics Authority underwent two reorganizations to attain its present form.

Actually, the Authority now exists only on paper. It is more accurate to refer to its two main parts, the Civil Aeronautics Administration and the Civil Aeronautics Board, the latter consisting of a five-man panel, in itself a separate and independent organization.

The Civil Aeronautics Board prescribes Civil Air Regulations which deal with competency of airmen, airworthiness of aircraft and air traffic control. This board also issues certificates permitting persons to engage in air transportation as a business and fixes air mail rates which they may charge and may establish maximum and minimum rates for transportation of passengers and goods. It also has the duty of investigating accidents in air transportation.

In addition to these rule-making and investigative functions the Board acts as "judge" in prosecutions brought by the Administrator of Civil Aeronautics in connection with the revocation and suspension of airman and air carrier certificates as result of violations of the Civil Air Regulations.

The Civil Aeronautics Administration, formed at the same time, operates six main services: Federal Airways, Airports, Safety Regulations, Office of Aviation Information, Foreign Operations and Aviation Training, in addition to the Washington National Airport and the Standardization Center at Houston, Texas. While the Board is an independent organization, the Administration is under the Department of Commerce, with an Assistant Secretary directly in charge.

The Airways Service constructs and operates the vast system of civil airways, which includes the control of scheduled and non-scheduled air traffic, radio range stations, weather reporting stations, teletype and telephone communications systems and other aids to air navigation. The Service also develops air navigation facilities, aircraft engines, propellers and appliances.

The Airports Service acts in an advisory and developmental way in design and construction of airports, except during the war, when its experience

was used in the planning and actual supervision of construction of airports for military use.

The Safety Regulation Service enforces regulations in the certification of pilots, planes, mechanics, and air agencies such as flight and ground schools. It checks the design and performance of new planes to insure the safety of the flying public. It works in close collaboration with the Safety Bureau of the Civil Aeronautics Board, referring violations of regulations to the Board and administering the Civil Air Regulations passed by the Board.

The Office of Aviation Information disseminates news, information and statistics on aviation generally and publishes a monthly journal of Civil Aeronautics Administration and Civil Aeronautics Board news.

Civil Aeronautics Board. (*See* Civil Aeronautics Administration.) The Board, which performs its functions independently of the Secretary of Commerce, is composed of five members, appointed by the President with the approval of the Senate, one of whom is annually designated by the President as chairman and another as vice chairman. The members are appointed for a period of six years.

In general, the Board performs three chief functions: (1) regulation of economic aspects of air carrier operations; (2) promulgation of safety standards and civil air regulations; and (3) investigation of aircraft accidents.

Economic regulation. The Board issues certificates of public convenience and necessity to air carriers and permits to foreign air carriers; receives tariffs filed by air carriers; regulates rates for the carriage of persons and property; prescribes rates of compensation for the carriage of mail; and regulates accounts, records and reports, mergers, loans and financial aid, methods of competition, and interlocking relationships.

Safety regulation. The Board prescribes safety standards, rules, and regulations and has the power to suspend and revoke safety certificates after hearing (including the disposition of any petition for the reconsideration of the denial by the Administrator of an application for the issuance or renewal of an airman certificate under section 602 (b) of the Civil Aeronautics Act).

Accident prevention. The Board makes rules on notification and report of accidents involving aircraft; investigates such accidents and reports the facts, circumstances, and probable causes; makes its reports and recommendations public in such manner as it deems to be in the public interest; investigates complaints and conducts special studies and investigations to reduce aircraft accidents.

Claims. *See* Insurance, loss; Freight claims, United States railroads; Loss (or) damage on railroads; Conditions (of) sale, *heading:* "Claims"; Insurance loss; Damage, air shipments; Damage, sea shipments; Insurance, cargo.

Classification (of) tariff. *See* Tariff, classification (of).

Classification (of) vessels. *See* Vessels, classification (of).

Clause. In commercial language, a separate article or paragraph in a formal document or agreement.

Clause, arbitration. *See* Arbitration clause.

Clause, dragnet. *See* Dragnet clause.

Clause, Inchmaree. So-named after a test case involving the steamer *Inchmaree.* Briefly, this (insurance) clause extends the hull policy to cover loss or damage to hull or machinery through the negligence of the master or mariners or through explosions, bursting of boilers, breakage of shafts, any latent defect in the machinery or hull, provided such loss or damage has not resulted from want of due diligence by

the owners of the ship or by the manager. This clause does not cover, however, the cost and expense of repairing or renewing the defective part.

Clean air waybill. *See* Bill of lading, clean.

Clean bill of lading. *See* Bill of lading, clean.

Clean contents. *See* Wool.

Clean credit. *See* Credit, clean.

Clean draft. *See* Draft, clean.

Clean letter of credit. *See* Letter of credit, open (clean).

Clean mate's receipt. *See* Mate's receipt.

Clear, to. *See* Clearing house, bank; Cleared; Clearing.

Clearance. Refers to Customs clearance of shipments. (*See* Entry (of) goods.) Also the name given the document which enables the vessel to leave (*see* Vessel clearance).

Clearance card. *See* Vessel clearance.

Clearance, Customs, (of) goods. *See* Entry (of) goods.

Clearance papers. *See* Vessel clearance.

Clearance (of) vessels. *See* Vessel clearance.

Cleared. Shipments and vessels are said to be "cleared" both when leaving (*see* Export shipper's declaration) and when entering a country (*see* Entry (of) goods; Customs entry; Vessel clearance).

Clearing. A term used in connection with financial transactions, or with goods or papers representing money values, for the purpose of balancing debits and credits between various institutions (banks, exchanges, and so on) or countries. (*See* Clearing agreement; Clearing house, bank; Clearing house, various functions; Commodity Exchange, Inc.)

Clearing agreement. An agreement between two countries by which definite trade transactions of its citizens are offset against each country's account, without the necessity of passing any foreign exchange. In this manner, the importers in the first country pay to their government or into their government's clearing account all sums that they would otherwise have to pay to the exporter in the second country abroad. Vice versa, importers in the second country pay for their purchases into the clearing account of the second country's government. (*See* Foreign exchange agreements.) The respective governments then pay to their citizens who have exported, and who therefore have money coming to them, out of the balances thus accumulated from the importers in the same country. This procedure makes it possible to import in excess of actual foreign exchange available in the importing country and, at the same time, since the governments handle the financing of the foreign trade between the two countries, actually constitutes a form of exchange restriction. (*See* Exchange-clearing agreement.)

Clearing association. *See* Clearing house; Commodity exchange, clearing association.

Clearing (of) Customs (for) goods. *See* Entry (of) goods.

Clearing, exchange. *See* Exchange-clearing agreement.

Clearing exchanges (of stocks, or the like). *See* Clearing house.

Clearing house, bank. To put it in simplest form, a *clearing house* is a place where the representatives of various banks meet (said banks being members of the clearing house) and, under proper supervision, pay or receive balances which they owe or have coming to them, and in this way "clear" the transactions of the day for which settlement is made. Instead of the employees of the banks going to other banks every day to present the checks or drafts for payment or collection, the clearing house acts as the central meeting place, office, or house for such exchange, thereby providing a clearing of mutual obligations Inciden-

tally, this method of clearing the paper credits and debits jointly reduces the circulation of actual currency and modifies its use.

Clearing house, various functions. The functions as well as the purposes of clearing houses, and even the commodities or paper values which they handle, vary greatly as regards both the methods used and the objects of their activities. But in every case, in its simplest form, the clearing house helps to clear and facilitate the contracts made between its members or users, at the time when these contracts become effective and regardless of the date on which they were made. This refers specifically to the clearing of all so-called "futures contracts" (*see* Futures; New York Coffee and Sugar Clearing Association, Inc.; Commodity exchange, futures contracts; Futures; Futures contracts) and may extend to raw silk, grain, cotton, coffee, cocoa, and other values or commodities, as well as to stocks traded on the stock exchanges (*see headings* Rubber; Tin; Zinc; Cocoa; Green coffee; Spices; Commodity exchange, clearing association; Cotton; Futures; Hedging). The commodity futures contract is one of the most dependable and enforceable forms of commercial contract, just as are the contract obligations of the stock exchange and all other (commodity) exchanges, for the reason that at the close of each day's trading all transactions are controlled and recorded and brokers are required to have cash margins (*see* Margin) for all outstanding commitments, which margins are safely deposited with the clearing house. The brokers, therefore, instead of making cash settlements with each other, do all "settling" with the clearing house, which is an invulnerable financial institution. Every broker's position is determined with respect to only one party, the clearing house, regardless of the individual standing of the other party to a particular deal, so that a broker does not have to worry about the possible future financial incapabilities of other brokers with whom he has made trades. On the other hand, the clearing house never extends credit to any broker, and cash must be put up at the close of the day's trading for the necessary margins. These original margins contribute to the financial soundness of the clearing house; behind these margins stand in addition, first, the guarantee funds deposited by each clearing house member, second, the surplus reserve of the clearing house, and, finally, the joint responsibility of the entire clearing house membership based on their proportion of the total business done by its brokers over a given period. (*See* Clearing organization.) There has never been an instance in commodity exchange history, for example, where a single cent has been lost to anyone as the result of a clearing house being financially unable to meet its obligations. The members of a clearing house are generally of the strongest financial standing and band together and mutually guarantee their (each other's) commitments with all their capital resources. Each clearing member deposits a definite, sizable sum in a guarantee fund, and, of course, has to maintain an original margin (10 per cent, more or less) of the value of each contract cleared. Besides this, by charging a small fee on each transaction, the clearing house accumulates a capital fund which eventually grows into surplus money.

A most important feature of almost every clearing house association is the obligation and rule that each clearing member must mark his open commitments to the market each day, and sometimes as often as three or four times during a market session, if there has been either a rapid rise or a severe

decline in price. Any call by the clearing association on a clearing member must be met in cash within one hour. To this end, each clearing member's office must be located within one-half mile of the clearing association's office. From this it can be seen that there is a substantial bulwark behind the guarantee of the clearing association, consisting of the individual and collective guarantee of all clearing member firms, added to which is the capital of the Association and the aggregate deposits of the individual clearing members in the guarantee fund. The clearing house or association, therefore, not only facilitates the clearing and settlement of contracts, but performs the most important function of guaranteeing the performance of each contract.

Not all members of an exchange are members of the clearing house or association and entitled to clear the transactions of their firm, but such firms may do so through a member of the clearing house. (*See* Clearing organization.) Brokers consequently note on the contract slips, which they exchange at the end of the trading session, the name of the clearing member through whom they clear their transactions. These contract slips are later made the substance of the report filed each day by the clearing member with the clearing association. This report summarizes all of the firm's transactions on the floor of the exchange on that day. The report lists, under the appropriate commodity heading, the number of contracts bought, the number of contracts sold, the delivery months involved, their respective prices, and the names of the parties to whom sold or from whom bought. In this manner the clearing association at the close of business each day receives from all clearing members a complete summary of all transactions executed on the exchange. (*See* Clearing organization.)

Clearing member. *See* Clearing organization.

Clearing organization. This term means the person or organization which acts as a medium for clearing transactions in commodities for future delivery, or for effecting settlements of contracts for future delivery, for and between members of any board of trade. Any person who is a member of, or enjoys the privilege of clearing trades in his own name through the clearing organization of a contract market is known as a *clearing member*. (*See* Clearing house, various functions.)

Cleat. A strip fastened across something to give it strength.

Clerk, correspondence. The clerk who attends to the correspondence.

Clerk, Customs. The clerk who attends to all matters pertaining to the Customs, that is, exports, imports, clearing of ships, and the like, in any office or business; or a clerk employed by the Customs.

Clerk, document. The clerk who attends to all shipping and similar documents.

Clerk, freight. *See* Clerk, shipping.

Clerk, invoice. Attends to all the invoicing and all matters pertaining to it. Thus, he must be thoroughly acquainted with the basic agreements, quotations, or understandings that determine the prices, terms, and similar data concerning any import or export shipment or other transaction involving the necessity of rendering an invoice to a second or more parties, including any special contracts or agreements or understandings pertaining to special prices or discounts.

Clerk, shipping, or freight clerk. (*See* Freight clerk.) Attends to all matters pertaining to the shipment of the goods, including their routing and insuring. The shipping clerk, therefore, also books the necessary freight

by rail, air, or vessel to bring goods to their destination; he arranges and confirms rates; and he attends to all documents which are necessary for a shipment and to all papers which must accompany it or otherwise be produced or kept or signed.

Clerk, tally. *See* Tally clerk.

Climate. (*See* Seasonal fluctuations.) For export and import, climate is of importance, for it often determines the method of packing and the market possibilities, owing to temperature conditions or reversal of seasons.

Climatic conditions. *See* Climate.

Closed bids. *See* Bid, closed.

Closed indent. *See* Indent, closed.

Club, Export Managers'. *See* Foreign trade clubs.

Coast Guard. *See* Vessel inspection; Marine inspection; Loadline.

Coastwise shipping. (*See also* Tonnage, coastwise.) Reserved in the United States to ships owned by citizens and flying the United States flag. (*See specimens, pages 892–893.*)

Coastwise tonnage. *See* Tonnage, coastwise.

Coastwise trade. *See* Coastwise shipping.

Coastwise vessels. *See* Coastwise shipping.

Cocoa. One of the important items imported into the United States is the cocoa bean, which reaches the consumer in the form of cocoa powder, eating chocolate, or drinking chocolate, all of which are produced by the cocoa industry. As cocoa is exclusively a tropical plant that will not flourish in a climate where the temperature falls below 60°F. or at an altitude of more than 1800 feet above sea level, in the United States it is an import item exclusively, coming principally from West Africa, Central and South America, and the West Indies. Often spelled *cacao*, the Gold Coast crops are marketed through trading firms that both buy cocoa from the producers and at the same time sell them imported merchandise. Many natives act as brokers and agents between the exporters and the producers (or farmers). The Gold Coast product is known as *Accra cocoa*, and, typically enough, is quoted in headloads, which are bags weighing approximately 60 pounds. Brazilian cocoa shipments are generally handled by planters who bought and still buy the plantations established by nomadic workers, who, after selling an established farm or plantation, move on to repeat the process. Nigeria, the third largest producer, sells what is known to the importer and trader as *Lagos cocoa*, which is produced and shipped in about the same manner as the Gold Coast cocoa, except that in Nigeria it is not, as in the Gold Coast, the principal export crop (palm oil and nuts being its leading staple exports). The Ivory Coast, Trinidad, Venezuela, and Ecuador cocoas are greatly prized on account of their fine flavor. The establishment of the Cocoa Exchange in the United States in New York made that city the world market place for this product. Here cocoa is traded (*see also* Commodity *and* Commodity Exchange; *other product exchange headings;* Futures; Hedging) both for spot and future delivery, all being based on the exchange contracts (*see specimen, page 756*). There is a minimum daily fluctuation, per pound per contract, of 1/100 ($3) and a maximum of 100 points, or 1 cent ($300 on 30,000 pounds), as the latter quantity, that is, 30,000 pounds, or 13.40 tons, is the basis of trade (known as a "lot"). Here, as on other exchanges, the chief function and greatest value of the exchange to those who trade in cocoa is the facility for insuring risks. Also, the handler of cocoa beans may make offsetting sales and purchases on the New York Cocoa Exchange easily and conveniently, no

matter in what part of the world he is located. As the futures market (*see* Futures; Hedging) is wider than any actual market could possibly be, it is the best barometer of values, as is the case with all future contracts.

The cocoa futures contract, like other commodity futures contracts (*see* Futures; *other* Commodity *and* Commodity exchange *headings*), is handled through the clearing house (*see* Clearing house), which functions like all other commodity clearing houses, and is known as the New York Cocoa Clearing Association, Inc. The seller may make deliveries at his option at any time during the delivery month by tendering negotiable (transferable) warehouse receipts (*see* Warehouse receipt). The clearing house receives the "notices" (a term used by the exchange for reports and details of transactions) of acts between buyers and sellers, and the Exchange steps in to see that the integrity of the contract is maintained. The grading (*see* Grading) is done by licensed graders, who cut open cocoa beans and thus check the condition of the samples, which are drawn from original lots tendered by the deliverer. The samplers draw the samples at random from the original delivery bags, for cocoa tendered must be satisfactory and comply with the Exchange standards, which are even stricter than United States (Government) import requirements. If the cocoa delivered is other than standard growths, the buyer must pay a premium for better and receive a discount for lesser grades, the basic rate being fixed by the Exchange. Standard growths are: *Accra*, *Ivory Coast* (both of the main crop), *Bahia*, *Fine São Thomé*, *Costa Rican*, and *Panama*.

C. O. D. "Cash on delivery." Goods are not delivered until and unless they are paid for. (*See* Charges forward.)

Code. *See* Cable code; Cable and radio.

Code (of) law. *See* Law, code.

Code, private. *See* Cable code.

Code words. *See* Cable code.

Coffee. *See* Green Coffee Association; New York Coffee and Sugar Exchange.

Coffee chop. *See* Chop.

Coffee contract. (*See* New York Coffee and Sugar Exchange. *See specimens, pages 757–759.*) A Coffee Exchange contract is 32,500 pounds (250 bags).

Coffee exchange. *See* Green Coffee Association; New York Coffee and Sugar Exchange; Coffee contract.

Coffee grader. *See* Grading.

Coffee, green. *See* Green Coffee Association.

Coffee mark. *See* Chop.

Coin token. The coin's legal value is higher than its intrinsic value. (*See* Coins.)

Coins. Pieces of metal issued by governments or under governmental authority. They are used as money for the purchase of goods, payment of debts, and so on. The *fineness* of coins is the proportion of pure metal to any base metal or alloy contained in the coins. When coins are given values higher than their actual metal values (that is, the value of the metals of which the coins are composed), they are also called *token coins*.

Coinsurance. The term applied to that part of any uninsured balance of an otherwise insured shipment which the assured did not cover with his underwriter, so that he himself is his own insurer (the coinsurer) for such balance not otherwise covered.

Collateral. When a security or other value is attached or given in connection with an obligation, in order to guarantee and secure its performance, the additional security or value so attached or given is called *collateral*. (*See* Warehouse receipt.)

Collection agency. (*See* Insurance credit risk.) In most foreign countries, regularly established collection agencies

exist whose names can be supplied by the Commercial Laws Division of the Bureau of Foreign and Domestic Commerce. These agencies undertake (for a fee) to collect overdue accounts.

Collection charges. Fees, commission, revenue stamps, and so forth, paid to the bank for effecting payment of a draft.

Collection districts and ports (Customs). A Customs collection district is the geographical area under the Customs jurisdiction of a collector of Customs. (*See* Port (of) entry.) The limits of any collection district, as understood by the Customs, include the marginal waters to the three-mile limit on the seaboard and the waters to the boundary line on the northern and southern boundaries. *Customs port* and *port of entry* refer to any place designated by the President, through an executive order or by act of Congress, in which a Customs officer is assigned with authority to accept entries of merchandise (imports), to collect duties, and to enforce the various Customs and navigation laws. There are 45 Customs collection districts of the United States, not including the Virgin Islands. In the following table is appended a list of Customs collection districts with their numbers and an alphabetical list of the ports showing the district in which each is situated.

CUSTOMS COLLECTION DISTRICTS AND PORTS

CUSTOMS COLLECTION DISTRICTS BY NUMBERS

No. 1. Maine and New Hampshire.
No. 2. Vermont.
No. 3. ———.
No. 4. Massachusetts.
No. 5. Rhode Island.
No. 6. Connecticut.
No. 7. St. Lawrence.
No. 8. Rochester.
No. 9. Buffalo.
No. 10. New York.
No. 11. Philadelphia.
No. 12. Pittsburgh.
No. 13. Maryland.
No. 14. Virginia.
No. 15. North Carolina.
No. 16. South Carolina.
No. 17. Georgia.
No. 18. Florida
No. 19. Mobile.
No. 20. New Orleans.
No. 21. Sabine.
No. 22. Galveston.
No. 23. Laredo.
No. 24. El Paso.
No. 25. San Diego.
No. 26. Arizona.
No. 27. Los Angeles.
No. 28. San Francisco.
No. 29. Oregon.
No. 30. Washington.
No. 31. Alaska.
No. 32. Hawaii.
No. 33. Montana and Idaho.
No. 34. Dakota.
No. 35. Minnesota.
No. 36. Duluth and Superior.
No. 37. Wisconsin.
No. 38. Michigan.
No. 39. Chicago.
No. 40. Indiana.
No. 41. Ohio.
No. 42. Kentucky.
No. 43. Tennessee.
No. 44. ———.
No. 45. St. Louis.
No. 47. Colorado.
No. 49. Puerto Rico.

Collection (of) drafts. *See* Draft, collection (of).

Collection (of) duty. *See* Customs, Bureau (of), *heading:* Collection (of) duties.

Collection (of) materials, raw. *See* Raw materials, collection (of).

Collection, outgoing. *See* Draft, collection (of).

Collection (of) payments. *See* Payment, collection of.

Collection (of) products, raw. *See* Raw materials, collection (of).

Collector (of) Customs. *See* Collector (of) the port.

Collector (of the) port. The chief administrative officer of a Customs district. (*See* Customs Service.) The word *collector* means collector of Customs and includes assistant collector of Customs, deputy collector of Customs, and any person authorized by law or by regulations of the Secretary

Alphabetical List of Ports

Ports	*Customs Districts*
Aberdeen, Wash.	Washington (30)
Aguadilla, P. R.	Puerto Rico (49)
Akron, Ohio	Ohio (41)
Albany, N Y.	New York (10).
Alburg, Vt	Vermont (2)
Alexandria, Va	Virginia (14)
Alexandria Bay, N Y	St. Lawrence (7).
Ambrose, N Dak	Dakota (34)
Anacortes, Wash	Washington (30)
Andrade, Calif	San Diego (25).
Annapolis, Md	Maryland (13)
Antler, N Dak	Dakota (34).
Apalachicola, Fla	Florida (18).
Arecibo, P R	Puerto Rico (49)
Arroyo, P R	Puerto Rico (49)
Ashland, Wis	Duluth and Superior (36)
Ashtabula, Ohio	Ohio (41)
Astoria, Oreg.	Oregon (29)
Atlanta, Ga	Georgia (17)
Baltimore, Md	Maryland (13)
Bangor, Maine	Maine and New Hampshire (1)
Bar Harbor, Maine	Maine and New Hampshire (1)
Bath, Maine	Maine and New Hampshire (1)
Baton Rouge, La	New Orleans (20)
Baudette, Minn	Duluth and Superior (36)
Bay City, Mich	Michigan (38)
Beaufort, N C	North Carolina (15)
Beaumont, Tex	Sabine (21)
Beecher Falls, Vt	Vermont (2)
Belfast, Maine	Maine and New Hampshire (1)
Bellingham, Wash	Washington (30)
Birmingham, Ala	Mobile (19)
Blaine, Wash	Washington (30)
Bocagrande, Fla	Florida (18)
Boston, Mass	Massachusetts (4)
Bridgeport, Conn	Connecticut (6)
Bridgewater, Maine	Maine and New Hampshire (1)
Brownsville, Tex	Laredo (23)
Brunswick, Ga	Georgia (17)
Buffalo, N Y	Buffalo (9)
Burlington, Vt	Vermont (2)
Calais, Maine	Maine and New Hampshire (1)
Calexico, Calif	San Diego (25).
Cambridge, Md	Maryland (13).
Cape Charles City, Va	Virginia (14).
Cape Vincent, N Y	St Lawrence (7).
Carbury, N Dak	Dakota (34).
Carrabelle, Fla	Florida (18).
Champlain, N. Y	St Lawrence (7).
Charleston, S. C	South Carolina (16).
Chateaugay, N. Y.	St Lawrence (7).
Chattanooga, Tenn.	Tennessee (43)
Cheboygan, Mich	Michigan (38).
Chester, Pa.	Philadelphia (11).
Chicago, Ill	Chicago (39)
Cincinnati, Ohio	Ohio (41).
Clayton, N. Y.	St. Lawrence (7).
Cleveland, Ohio	Ohio (41).
Columbus, N. Mex.	El Paso (24).
Columbus, Ohio	Ohio (41).
Conneaut, Ohio	Ohio (41).
Coos Bay, Oreg.	Oregon (29).
Corpus Christi, Tex.	Galveston (22).
Craig, Alaska	Alaska (31).
Crisfield, Md	Maryland (13).
Crosby, N Dak.	Dakota (34).
Dallas, Tex	Galveston (22).
Danville, Wash.	Washington (30).
Dayton, Ohio	Ohio (41).
Del Bonita, Mont.	Montana and Idaho (33).
Del Rio, Tex.	Laredo (23)
Denver, Colo.	Colorado (47).
Derby Line, Vt.	Vermont (2).
Detroit, Mich.	Michigan (38).
Douglas, Ariz.	Arizona (26).
Duluth, Minn. (Duluth and Superior)	Duluth and Superior (36)
Dunseith, N. Dak.	Dakota (34).
Durham, N C.	North Carolina (15)
Eagle, Alaska	Alaska (31)
Eagle Pass, Tex.	Laredo (23)
Eastport, Idaho	Montana and Idaho (33)
Eastport, Maine	Maine and New Hampshire (1).
El Paso, Tex	El Paso (24)
Elizabeth City, N. C.	North Carolina (15).
Erie, Pa.	Ohio (41)
Eureka, Calif	San Francisco (28)
Evansville, Ind	Indiana (10)
Everett, Wash	Washington (30).
Fabens, Tex	El Paso (24)
Fairbanks, Alaska	Alaska (31)
Fajardo, P R	Puerto Rico (49)
Fall River, Mass	Massachusetts (4)
Fernandina, Fla	Florida (18)
Ferry, Wash	Washington (30).
Fort Covington, N Y	St Lawrence (7)
Fort Fairfield, Maine	Maine and New Hampshire (1)
Fort Kent, Maine	Maine and New Hampshire (1)
Fortuna, N Dak.	Dakota (34)
Freeport, Tex	Galveston (22)
Friday Harbor, Wash	Washington (30)
Galveston, Tex	Galveston (22)
Georgetown, S C	South Carolina (16)
Gloucester, Mass	Massachusetts (4)
Great Falls, Mont	Montana and Idaho (33)
Green Bay, Wis	Wisconsin (37)
Guanica, P R	Puerto Rico (49).
Guyamilla, P R	Puerto Rico (49).
Gulfport, Miss	Mobile (19)
Hannah, N Dak	Dakota (34)
Hansboro, N Dak	Dakota (34)
Hartford, Conn	Connecticut (6)
Hidalgo, Tex	Laredo (23)
Highgate Springs, Vt	Vermont (2)
Hilo, Hawaii	Hawaii (32)
Holeb, Maine (Holeb-Jackman)	Maine and New Hampshire (1)
Honolulu, Hawaii	Hawaii (32)
Houlton, Maine	Maine and New Hampshire (1).
Houston, Tex	Galveston (22)
Humacao, P R	Puerto Rico (49).
Hyder, Alaska	Alaska (31).
Indianapolis, Ind	Indiana (40).
International Falls, Minn	Duluth and Superior (36)
Island Pond, Vt	Vermont (2)
Jackman, Me (Holeb-Jackman)	Maine and New Hampshire (1).
Jacksonville, Fla.	Florida (18).
Jobos, P R	Puerto Rico (49)
Jonesport, Maine	Maine and New Hampshire (1).
Juneau, Alaska	Alaska (31).
Kahului, Hawaii	Hawaii (32)
Kansas City, Mo	St. Louis (45).
Ketchikan, Alaska	Alaska (31).
Key West, Fla.	Florida (18).
Lake Charles, La.	Sabine (21)
Laredo, Tex.	Laredo (23).
Laurier, Wash.	Washington (30).
Lawrence, Mass.	Massachusetts (4).
Lawrenceburg, Ind	Indiana (40)
Lewes, Del	Philadelphia (11)
Limestone, Maine.	Maine and New Hampshire (1).
Longview, Wash	Oregon (29).
Los Angeles, Calif	Los Angeles (27).
Louisville, Ky.	Kentucky (42).
Lynden, Wash.	Washington (30).
Madawaska, Maine	Maine and New Hampshire (1).
Maida, N. Dak.	Dakota (34).
Malone, N. Y.	St Lawrence (7).
Manitowoc, Wis.	Wisconsin (37).

Ports	*Customs Districts*
Marinette, Wis.	Wisconsin (37)
Mayaguez, P R.	Puerto Rico (49)
Memphis, Tenn	Tennessee (43)
Metaline Falls, Wash	Washington (30)
Miami, Fla	Florida (18)
Milwaukee, Wis	Wisconsin (37)
Minneapolis, Minn	Minnesota (35)
Mobile, Ala	Mobile (19)
Mooers, N Y.	St Lawrence (7)
Morehead City, N C	North Carolina (15)
Morgan, Mont	Montana and Idaho (33).
Morristown, N Y	St Lawrence (7)
Muskegon, Mich	Michigan (38)
Naco, Ariz	Arizona (26)
Nashville, Tenn	Tennessee (43).
Neche, N Dak	Dakota (34)
Newark, N J	New York (10)
New Bedford, Mass	Massachusetts (4).
New Haven, Conn	Connecticut (6)
New London, Conn	Connecticut (6)
New Orleans, La	New Orleans (20)
Newport, Oreg	Oregon (29)
Newport, R I	Rhode Island (5)
Newport, Vt	Vermont (2)
Newport News, Va (Norfolk and Newport News)	Virginia (14).
New York, N Y	New York (10).
Niagara Falls, N Y	Buffalo (9)
Nighthawk, Wash	Washington (30).
Nogales, Ariz	Arizona (26)
Noonan, N Dak	Dakota (34)
Norfolk, Va (Norfolk and Newport News)	Virginia (14)
Northgate, N Dak	Dakota (34).
Northport, Wash	Washington (30).
North Troy, Vt	Vermont (2).
Noyes, Minn	Dakota (34).
Ogdensburg, N. Y.	St Lawrence (7).
Olympia, Wash.	Washington (30).
Omaha, Nebr	Chicago (39).
Opheim, Mont	Montana and Idaho (33)
Orange, Tex	Sabine (21)
Oroville, Wash	Washington (30).
Oswego, N Y	Rochester (8).
Panama City, Fla	Florida (18)
Pascagoula, Miss	Mobile (19).
Pembina, N Dak.	Dakota (34).
Pensacola, Fla	Florida (18).
Peoria, Ill	Chicago (39)
Perth Amboy, N J	New York (10)
Petersburg, Alaska	Alaska (31).
Petersburg, Va	Virginia (14).
Philadelphia, Pa	Philadelphia (11).
Piegan, Mont	Montana and Idaho (33)
Pigeon River Bridge, Minn	Duluth and Superior (36).
Pine Creek, Minn	Duluth and Superior (36)
Pittsburgh, Pa	Pittsburgh (12)
Plymouth, Mass	Massachusetts (4).
Ponce, P R	Puerto Rico (49)
Port Allen, Hawaii	Hawaii (32)
Port Angeles, Wash	Washington (30).
Port Arthur, Tex	Sabine (21)
Port Everglades, Fla	Florida (18).
Porthill, Idaho	Montana and Idaho (33)
Port Huron, Mich	Michigan (38)
Port San Luis, Calif	Los Angeles (27).
Port St Joe, Fla.	Florida (18)
Port Townsend, Wash	Washington (30).
Portal, N Dak	Dakota (34)
Portland, Maine	Maine and New Hampshire (1).
Portland, Oreg.	Oregon (29).
Portsmouth, N. H.	Maine and New Hampshire (1).
Presidio, Tex.	El Paso (24).
Providence, R. I.	Rhode Island (5).
Provincetown, Mass.	Massachusetts (4).
Racine, Wis	Wisconsin (37).
Ramer, Minn	Duluth and Superior (36).
Raymond, Mont.	Montana and Idaho (33).
Reedville, Va.	Virginia (14).
Reidsville, N C.	North Carolina (15).
Richford, Vt.	Vermont (2)
Richmond, Va	Virginia (14).
Rio Grande City, Tex	Laredo (23)
Rochester, N Y	Rochester (8)
Rockland, Maine	Maine and New Hampshire (1).
Roma, Tex	Laredo (23)
Rooseveltown, N. Y.	St Lawrence (7)
Roosville, Mont	Montana and Idaho (33)
Roseau, Minn	Duluth and Superior (36).
Rouses Point, N. Y.	St. Lawrence (7)
Sabine, Tex	Sabine (21)
Saginaw, Mich	Michigan (38).
Salem, Mass	Massachusetts (4).
San Antonio, Tex.	Laredo (23).
San Diego, Calif	San Diego (25).
San Francisco-Oakland, Calif	San Francisco (28).
San Juan, P R	Puerto Rico (49).
San Luis, Ariz	Arizona (26).
Sandusky, Ohio	Ohio (41).
San Ysidro, Calif.	San Diego (25).
Sarles, N Dak	Dakota (34).
Sasabe, Ariz	Arizona (26).
Sault Ste Marie, Mich	Michigan (38)
Savannah, Ga	Georgia (17)
Scobey, Mont	Montana and Idaho (33
Seattle, Wash	Washington (30)
Sheboygan, Wis	Wisconsin (37).
Sherwood, N Dak.	Dakota (34).
Sitka, Alaska	Alaska (31).
Skagway, Alaska	Alaska (31)
Sodus Point, N Y.	Rochester (8).
Sonoyta, Ariz	Arizona (26).
South Bend, Wash	Washington (30)
South Haven, Mich	Michigan (38).
Spokane, Wash	Washington (30)
Springfield, Mass.	Massachusetts (4).
St Albans, Vt	Vermont (2).
St. Augustine, Fla	Florida (18)
St John, N Dak	Dakota (34).
St Joseph, Mo	St. Louis (45).
St Louis, Mo	St Louis (45)
St. Paul, Minn	Minnesota (35).
St. Petersburg, Fla	Florida (18).
Sumas, Wash	Washington (30).
Superior, Wis (Duluth and Superior)	Duluth and Superior (36).
Sweetgrass, Mont	Montana and Idaho (33).
Syracuse, N Y.	Rochester (8)
Tacoma, Wash	Washington (30).
Tampa, Fla.	Florida (18)
Tecate, Calif	San Diego (25).
Toledo, Ohio	Ohio (41).
Turner, Mont.	Montana and Idaho (33).
Utica, N Y.	Rochester (8).
Van Buren, Maine	Maine and New Hampshire (1).
Vanceboro, Maine	Maine and New Hampshire (1).
Waddington, N. Y.	St. Lawrence (7).
Walhalla, N. Dak.	Dakota (34).
Warroad, Minn.	Duluth and Superior (36).
Washington, D. C.	Maryland (13).
Westhope, N. Dak	Dakota (34).
West Palm Beach, Fla.	Florida (18).
Whitetail, Mont	Montana and Idaho (33).
Whitlash, Mont	Montana and Idaho (33).
Wilmington, Del	Philadelphia (11).
Wilmington, N. C	North Carolina (15).
Winston-Salem, N C.	North Carolina (15).
Worcester, Mass.	Massachusetts (4).
Wrangell, Alaska	Alaska (31).
Ysleta, Tex.	El Paso (24).

of the Treasury to perform the duties of a collector of Customs.

Collector (of) raw materials, products, or commodities. The collector purchases for his own account or acquires on consignment products or goods, receives them, stores them, and assorts and packs them, for sale to either an exporter or wholesaler in a central marketing point or port. He may also act as an agent for the exporter, for the shipper, or for the foreign buyer abroad and handle the business on a commission basis. (*See* Raw materials, collection of.)

Collision. (*See* Insurance (against) collision.) When applied to a vessel, means collision with any external substance (ice included) other than water.

Combination export manager. Originally, this term was used to describe the activities of an executive who acted as the export manager for two or more manufacturers, instead of for just one manufacturer (*see* Export manager), maintaining a central office for that purpose. That was when combination export managers were largely one-man organizations. However, in the period since the First World War, many of these combination firms have grown into large organizations, so that, while the name *combination export manager* is still used, the definition has changed slightly, and now the combination firm acts as the export department of the manufacturers it serves, most of whom are too small to maintain their own export departments.

Combination export managers are specialists, handling allied but noncompetitive accounts. That is, one combination firm might serve ten manufacturers of electrical equipment, each making different products. The combination export manager does everything to promote the sale and distribution of a company's products abroad that its own export manager would do, such as appointing foreign agents or representatives or distributors (*see* Agent; Distributor; Representative, manufacturer's), co-operating with the manufacturer in the handling of foreign advertising campaigns, consummating contracts and sales, attending to all correspondence and billing, and taking charge of shipping the goods.

Combination export managers commonly receive their remuneration in the form of a commission, but they should be distinguished from outside agents or representatives; they constitute a department of the factory and are not middlemen. Usually, the manufacturer finances the shipment and takes the credit risk, but some combination export managers make a practice of doing this on behalf of the manufacturer, and others will finance a few accounts. In special cases, the combination export manager receives a fee instead of a commission, or both.

Combination freight and passenger steamer. *See* Vessel, combination, freight and passenger.

Combination, opposing interests. *See* Cartel.

Combination, sales and purchases. *See* Ring.

Combination, shipping. *See* Pool.

Combined rewarehouse entry and withdrawal for consumption. *See* Customs entry.

Combined transportation. Combined transportation (that is to say, transportation performed partly by air and partly by any other mode of transportation) can be provided for in documents of air transportation or air waybills provided they observe the provisions of the Air Convention of Warsaw as regards the transportation by air. (*See* Air Transportation Convention (of Warsaw), Chapter IV, article 31.)

Commerce. Trade on a large scale, or the exchange of commodities. (From

the Latin *cum mercis*, "with goods.")

Commerce and Industry Association of New York. This businessmen's organization maintains its own foreign trade bureau, with more than two thousand of its member firms directly interested in this phase of the nation's business, thus constituting an important organization of exporters and importers of the country. The Association's signature is recognized on certificates of origin and other shipping (export) documents by every country whose regulations require certification in the United States by a recognized chamber of commerce. In connection with this work, the Association also keeps its members posted as to changes in consular and shipping regulations as well as all export procedure. The Association assists both foreign business firms or men seeking contacts with United States manufacturers, exporters, and importers, and United States manufacturers seeking distribution abroad. Committees guiding the activities of the Association's Foreign Trade Bureau comprise specialists in the following, among other activities carried on both by committees and by the Association itself:

- Foreign Trade
- Banking and Currency
- Casein Importers
- Customs Service and Administration
- Export Merchants' Group:
  - Executive
  - Chemicals, Drugs, and Pharmaceuticals
  - Foodstuffs
  - General Merchandise
  - Metals and Machinery (including hardware and steel)
  - Paper and Paper Products
  - Radio and Electrical Equipment
  - Textiles
- Import Price Controls
- Marine Insurance
- Protection of Industrial Property
- Telegraph, Cable, and Radio Communications

Commerce courts. *See* Arbitration.

Commerce Department of the United States. The Department of Commerce, by the very nature of its functions and activities, is of greatest importance to foreign traders, both here and abroad. Apart from its immense wealth of accumulated experience, information, data, and material, it keeps constantly up to date on all matters pertaining to trade in general and foreign trade in particular, devoting special efforts and subdivisions to the latter, all of which are of greatest advantage to all concerned in any way whatever with importing into or exporting from the United States.

The statutory functions of the Department are to foster, promote, and develop the foreign and domestic commerce, the mining, manufacturing, shipping, and fishing industries, and the transportation facilities of the United States.

Organization. The activities of the Department are directed by the Secretary of Commerce, assisted by the Under Secretary, who supervises the activities of the Bureau of the Census, Bureau of Foreign and Domestic Commerce, Patent Office, National Bureau of Standards, and the Inland Waterways Corporation; the Assistant Secretary, who has in his charge the Civil Aeronautics Administration, the Coast and Geodetic Survey, and the Weather Bureau; the Solicitor; the Administrative Assistant to the Secretary; the Chief Clerk; and other assistants who handle special assignments by the Secretary. The administrative divisions are responsible for such matters as personnel supervision, accounting, purchasing, publications, information, and other administrative matters.

The activities of the Department include population, agricultural, and

other censuses; collection, analysis, and dissemination of commercial statistics; promotion of foreign and domestic commerce; coastal and geodetic surveys; establishment of commodity weights, measures, and standards; supervision of the issuance of patents and the registration of trade-marks; the establishment and maintenance of aids to air navigation, the certification of airmen, the inspection and registration of aircraft, and the enforcement of rules and regulations issued pursuant to the Civil Aeronautics Act of 1938; supervision of the issuance of weather forecasts and warnings for the benefit of agriculture, commerce, and navigation, including weather service for aviation and the publication of climatic statistics; development of inland waterway transportation; supervision of the operation of Government-owned barge lines; and numerous other functions concerning these activities and related subjects. The Office of Publications in the Secretary's Office publishes a Business Service Check List each week which is a listing of all Department of Commerce publications.

From the great variety of bureaus of the Department of Commerce, the following are selected because of their direct or indirect connection with the nation's foreign trade. (*See* Office of International Trade.)

Bureau of the Census
Civil Aeronautics Administration
Coast and Geodetic Survey
Bureau of Foreign and Domestic Commerce
Inland Waterways Corporation
Patent Office
National Bureau of Standards
Weather Bureau
Office of Technical Services

The three first-named all have direct and indirect connections with foreign trade: the *Bureau of the Census*, for example, issues the Shipper's Export Declarations (*see* Export shipper's declaration) which have to accompany exports from the United States, and are used for the Bureau's tabulations of data on foreign trade of the United States, ocean shipping, and the like. The declarations also serve United States Customs purposes, as, for example, in connection with returned American goods (*see* Export shipper's declaration).

The *Civil Aeronautics Administration*, as well as the *Coast and Geodetic Survey* and the *Inland Waterways Corporation*, all serve foreign trade directly and indirectly in connection with their functions and activities in the fields of transportation by air, at sea, and on the inland waterways of the nation.

The *Bureau of Foreign and Domestic Commerce* is of special value and significance to trade both in the United States and abroad. The Bureau is organized into five offices, the Office of International Trade, the Office of Domestic Commerce, the Office of Small Business, the Office of Business Economics and the Office of Field Service. The activities of these offices are of direct importance and interest to all engaged in shipping, importing, exporting, foreign banking, small business, and business economics. The services are both individual and collective. Services to groups are principally made available through the publications of the Department such as the *Foreign Commerce Weekly*, which is of immediate and continuous interest to all who participate in any manner in the nation's foreign trade, and *Domestic Commerce*, a monthly which is of interest to local traders and businessmen, as is the *Survey of Current Business*, which is also published monthly. (*See* Bureau of Foreign and Domestic Commerce.)

The *Office of Business Economics* through its International Economics Division prepares comprehensive data on the international position of the United States, both with respect to its current financial and economic transactions (the balance of payments) and its outstanding assets and liabilities (international investment position). The balance of payments attempts to measure the nation's international transactions—on a quarterly basis—and analyzes the international flow of funds through foreign trade, travel, shipping, return on investments, and loans and investments. The results of this research are available in periodicals of the Department. *The United States in the World Economy*, 1943, interprets the international transactions of the United States from 1919 to 1939, and a forthcoming bulletin will do the same for the war period (1940–45).

The Division collaborates in the analysis of the international position of other countries and their capacities to utilize effectively and to service American investment capital.

Since its establishment, the Bureau has adhered closely to its statutory function: "to foster, promote and develop the foreign and domestic commerce of the United States." In carrying out these functions, the Bureau has gained and continues to maintain an intimate knowledge of business at home and abroad. Thus, it is ideally equipped to represent American business to government and government to business. To make its knowledge of maximum usefulness, the Bureau's operations are divided under these two classifications: (1) broad trends and developments in the national economy; (2) specific and practical plans to help solve business problems.

One of the main activities of the Bureau is the swift and accurate collection, analysis, and dissemination of current information regarding the rapidly changing tariffs and the regulations of and restrictions on trade and finance adopted by the other nations of the world. It watches, measures, and reports the dislocations of established trade, transportation, and foreign exchange. It recommends to American businessmen suitable agents abroad to distribute their products.

The Bureau also studies and reports on the short-range results and probable long-range implications of the increasing control of foreign governments over their international business and internal economy. In this way, a valuable storehouse of economic and commercial facts is being gathered as a basis for commercial relations.

The Department of Commerce does not maintain any foreign offices, the Foreign Commerce Service having been transferred to the Department of State. Under this plan, the Secretary of Commerce instructs the Secretary of State with respect to investigations, reports, and surveys to be made by the Foreign Service for the use of the Department of Commerce in promoting foreign trade. In carrying out this function, the department appraises the need of business for data on industrial, commodity, financial, and general economic and commercial developments abroad. It prepares the necessary instructions and requests for information, and reports details for transmittal to United States missions abroad. (*See* Office of International Trade; Bureau of Foreign and Domestic Commerce.)

The requirements of the department for specific information needed in the formulation of foreign trade policies are included in these requests to the State Department. The Department in Washington and the Department of Commerce Field Service throughout the United States continue as the media through which information and data compiled by the American

Foreign Service are made available to American businessmen.

FIELD SERVICE—DEPARTMENT OF COMMERCE

Office	*Address*
Albany 7, N. Y.	Room 409 County Court House, Eagle Street.
Albuquerque, N. Mex.	Hanosh Bldg., 203 W. Gold Avenue.
*Atlanta, Ga.	P. O. Box 1595, 418 Atlanta National Bldg, 50 Whitehall Street, S.W.
Baltimore 2, Md.	312 U. S Appraisers' Stores Bldg, 103 South Gay St
Birmingham, Ala.	Martin Building, 2304 Fourth Ave, North
Boise, Idaho	210 Baird Building.
*Boston 9, Mass.	1800 Customhouse.
Buffalo 3, N. Y.	242 Federal Building, 117 Ellicott Street.
Burlington, Vt.	Rutland Railroad Station, Room 4.
Butte, Montana.	301A O'Rourke Estate Bldg., 14 W Granite Street
Charleston 3, S. C.	310 Peoples Building, 18 Broad Street
Charleston 1, W. Va.	612 Atlas Building, 1031 Quarrier Street.
Charlotte 2, N C	112½ E Fourth Street.
Chattanooga, Tenn.	505 Post Office Bldg.
Cheyenne, Wyoming.	305 Federal Recreation Bldg, 2002 Capitol Avenue.
*Chicago 4, Ill.	357 U S Court House, 225 South Clark Street.
Cincinnati 2, Ohio.	1204 Chamber of Commerce Bldg, 4th and Race Sts.
*Cleveland 14, Ohio.	215 Union Commerce Bldg., Euclid Ave at E. 9th St.
Columbus 15, Ohio.	Ohio State Federal Savings and Loan Bldg., Room 808, 85 East Gay St.
*Dallas 2, Texas	602 Santa Fe Bldg, 1114 Commerce Street.
*Denver 2, Colo.	203 Boston Bldg., 828 17th Street.
Des Moines 9, Iowa.	518 Grand Avenue, Room 300.
Detroit 26, Mich.	1038 New Federal Building, 230 West Fort Street.
Duluth 2, Minn.	504 Christie Building, 4th Avenue West.
El Paso 7, Tex.	12 Chamber of Commerce Building.
Erie, Pa.	312 Security Peoples Trust Co. Bldg., 8th and State Streets.
Evansville, Ind.	307 Grein Bldg., 19 N.W. Second St.
Fargo, N. D.	212 Walker Bldg., 621–1st Ave. North.
Fremont, Nebr.	(Base Office) Pathfinder Hotel.
Grand Rapids, Mich.	412 Post Office Bldg.
Hartford 1, Conn.	224 Post Office Bldg.
Houston 14, Tex.	603 Federal Office Bldg., Corner Fannin & Franklin Sts.
Indianapolis 4, Ind.	220 Chamber of Commerce Bldg.
Jackson 45, Miss.	312 Masonic Bldg, 1130 West Capitol Street.
Jacksonville 1, Fla.	425 Federal Building, 311 West Monroe Street.
*Kansas City 6, Mo.	Fidelity Bldg., 911 Walnut St.
Little Rock, Ark.	521 Pyramid Building, 221 West Second Street
*Los Angeles 12, Calif.	1546 U. S Post Office and Court House, 312 North Spring Street
Louisville 1, Ky.	631 Federal Building, 6th and Broadway.
Manchester, N H.	517 Beacon Bldg., 814 Elm St.
Memphis 3, Tenn.	229 Federal Building, Madison at Front Street.
Miami 32, Fla.	947 Seybold Bldg, 36 N E First Street.
Milwaukee 3, Wis	7110 Plankinton Bldg, 161 West Wisconsin Avenue
*Minneapolis 1, Minn	1234 Metropolitan Life Bldg, 2nd Ave S and 3d Street
Mobile, Ala	308 Federal Bldg
Nashville, Tenn	321 Nashville Trust Co Bldg, 315 Union Street.
New Haven 10, Conn.	152 Temple Street.
New Orleans 12, La.	1508 Masonic Temple Bldg, 333 St. Charles Avenue
*New York 1, N. Y.	Empire State Bldg, 60th Floor, 350 Fifth Avenue
Norfolk 10, Va.	716 Boush Street
Oklahoma City 2, Okla.	901–905 Petroleum Building
Omaha 2, Nebr	918 City National Bank Bldg, 405 South 16th St.
Peoria 2, Ill.	531 First National Bank Building, 410 Main Street
*Philadelphia 3, Pa.	1202 Fox Building, 1612 Market Street.
Phoenix 8, Ariz.	234 N Central Street
Pittsburgh 19, Pa	1013 New Federal Building, 7th Avenue and Grant St.
Portland 4, Oreg.	217 Old U. S Court House, 520 S. W. Morrison St.
Portland 3, Me.	Post Office Building, 76 Pearl Street.
Providence 3, R. I.	206 Custom House, 24 Weybosset Street.
Reno, Nev.	Elks Club Building, 50 Sierra Street.
Richmond 19, Va.	Room 2, Mezzanine, 801 East Broad Street.
Rochester, N. Y.	Exchange Building, 16 State Street.
*St. Louis 1, Mo.	107 New Federal Bldg., 1114 Market Street.
Salt Lake City 1, Utah	321 Atlas Building, 36½ West Second Street.
San Antonio 5, Tex.	2023 Transit Tower Bldg.
San Diego 1, Calif.	906 Columbia Street.
*San Francisco 11, Calif.	307 Customhouse, Washington and Battery Streets.
Savannah, Ga.	Room 6, U. S. Courthouse and P. O. Bldg.

Office	*Address*
Scranton 3, Pa.	First National Bank Bldg., 4th Floor, Wyoming Avenue and Spruce Street
*Seattle 4, Wash.	809 Federal Office Bldg., First and Marion Streets
Sioux Falls 6, S. D.	310 Policyholders National Building, 513 South Main Avenue
Spokane 8, Wash.	5 Great Northwest Life Bldg., 1023 West Riverside Ave.
Syracuse 2, N. Y.	224 Harrison Street
Texarkana 5, Tex	817 Texarkana National Bank Building, Corner Broad and Pine Streets
Toledo, Ohio	Huron Building, 445 Huron Street
Wichita 2, Kans.	205 K F H Building, 209 East William Street.
Worcester 8, Mass.	State Mutual Bldg., 340 Main Street

* Regional Office All other offices with the exception of Fremont, Nebr., are District Offices

The *Patent Office* extends its activities into the foreign trade field in connection with the issuing, classification, and protection of patent rights and trade-marks.

The *National Bureau of Standards* has custody of the national standards of length and mass, and, among its many other functions, conducts research and testing necessary to the commercial use of weights and measures. Its many tests of chemicals, china, porcelain, building materials, and so forth, add to its value, direct and indirect, in both the domestic and foreign trade fields. (*See page 125.*)

The *Weather Bureau.* As weather influences not only agricultural production, but also all aviation transport and navigation, the activities of the Weather Bureau cannot be undervalued and are most necessary to all shipping. There are other bureaus or offices of the Department of Commerce which are under the direction and supervision of the Secretary of Commerce but are not connected with the nation's imports or exports through ordinary trade channels.

Commercial arbitration. *See* Arbitration.

Commercial arbitration clause. *See* Arbitration clause.

Commercial assaying. *See* Assaying.

Commercial attaché. *See* Attaché.

Commercial documentary credit. *See* Letter of credit, *heading:* "General provisions" *and heading:* "Form of credit."

Commercial draft. *See* Draft, commercial or trade.

Commercial exchange. *See* Draft, commercial or trade.

Commercial geography. *See* Geography, commercial.

Commercial invoice. *See* Invoice, commercial.

Commercial letter of credit. *See* Letter of credit, commercial; Letter of credit, *headings:* "General provisions" *and* "Form of credit."

Commercial museum. *See* Philadelphia Commercial Museum.

Commercial register. *See* Register, commercial.

Commercial registration. *See* Register, commercial.

Commercial sampling. *See* Sampling, commercial.

Commercial statistics. *See* Statistics, commercial.

Commercial traveler. *See* Salesman.

Commercial treaties. *See* Treaty, commercial; Agreements, reciprocal trade.

Commercial usage. Established and recognized methods and principles of trade.

Commercial value. The value which any article, product, or service has in the commercial market.

Commission. This word is used, first, to indicate authority for someone to act for another, as his agent or in his stead, and, second, to designate the allowance or remuneration paid the person or agent for transacting business for another, or for making it possible for another to transact such business.

Commission agency. *See* Agent, commission.

Commission agent. *See* Agent, commission.

Commission, bank. The amount paid a bank for its services or financial aid, as distinguished from a fee or discount.

Commission broker. The commission broker receives a commission for his services (*see* Commission).

Commission, Commerce, Interstate. *See* Interstate Commerce Commission.

Commission house, export. *See* Export house; Export commission house.

Commission house, import. *See* Import commission house; Import house.

Commission, Interstate, Commerce. *See* Interstate Commerce Commission.

Commission, Maritime, United States. *See* Maritime Commission, United States.

Commission, trade. *See* Federal Trade Commission.

Commission, United States Tariff. *See* Tariff Commission, United States.

Commissionaire. In contrast to the foreign broker, the American importer may employ foreign *commissionaires* to make purchases and to assemble and forward the goods upon order. They are, in effect, foreign purchasing agents. Commissions are usually paid to the "commissionaires" by the purchaser, whereas the broker is generally paid by the seller. (*See* Purchasing agent.)

Commissioner, shipping. *See* Shipping commissioner.

Committee (for) Reciprocity Information. *See* Reciprocity information committee.

Committee, Spot Quotation. *See* Green Coffee Association.

Committee (of) Ways and Means. *See* Ways and Means Committee.

Commodities, standard. *See* Standard.

Commodities, trading (of). *See* Trading (of) commodities.

Commodity. Something which affords convenience or profit, which can be exchanged for some other value. The commodity must be in such tangible form, whether goods or services, that it can be traded for something tangible (goods or services). Thus, a commodity becomes something that can be made the subject of trade, of acquisition as well as of an exchange offering; something possessing exchange value, that can be traded for something else. The term *commodity* means and includes, in connection with the Commodity Exchange Act, wheat, cotton, rice, corn, oats, barley, rye, flaxseed, grain sorghums, millfeeds, butter, eggs, Irish potatoes, wool tops, fats and oils (including lard, tallow, cottonseed oil, peanut oil, soybean oil, and all other fats and oils), cottonseed meal, cottonseed, peanuts, soybeans, and soybean meal. (*See* Raw materials; Staples *and similar headings;* Import broker.)

Commodity corner. *See* Corner; Ring.

Commodity Credit Corporation. *See* Grain export.

Commodity draft. *See* Draft.

Commodity Exchange. *See* New York Produce Exchange *and all* Commodity Exchange *headings.*

Commodity Exchange Act. The Grain Futures Act, as amended by the Act of June 15, 1936 (49 Stat. 1491), constitutes the Commodity Exchange Act. It was created to prevent and remove obstructions and burdens upon interstate commerce in grains and other commodities by regulating transactions in them on commodity futures exchanges, to limit or abolish short selling, to curb manipulation, and for other purposes.

The Commodity Exchange Act, being the Grain Futures Act as amended by the Act of June 15, 1936, was amended on April 7, 1938, and October 9, 1940. This is administered by the Production and Marketing Administration, Commodity Exchange Authority, Washington, D. C. The following is the Commodity Exchange Act, as amended and revised to January, 1946, containing the Rules and Regulations of the Secretary of Agriculture promulgated under this Act:

COMMODITY EXCHANGE ACT, AS AMENDED

[Grain Futures Act of September 21, 1922 (42 Stat. 998), as amended June 15, 1936 (49 Stat. 1491), April 7, 1938 (52 Stat. 205), and Oct. 9, 1940 (54 Stat. 1059); 7 U. S. C. 1–17a]

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That this Act may be cited as the "Commodity Exchange Act." [1]

SEC. 2. (a)[2] For the purposes of this Act "contract of sale" shall be held to include sales, agreements of sale, and agreements to sell. The word "person" shall be construed to import the plural or singular, and shall include individuals, associations, partnerships, corporations, and trusts. The word "commodity" shall mean wheat, cotton, rice, corn, oats, barley, rye, flaxseed, grain sorghums, mill feeds, butter, eggs, Solanum tuberosum (Irish potatoes), wool tops, fats and oils (including lard, tallow, cottonseed oil, peanut oil, soybean oil and all other fats and oils), cottonseed meal, cottonseed, peanuts, soybeans and soybean meal. The term "future delivery," as used herein, shall not include any sale of any cash commodity for deferred shipment or delivery. The words "board of trade" shall be held to include and mean any exchange or association, whether incorporated or unincorporated, of persons who shall be engaged in the business of buying or selling any commodity or receiving the same for sale on consignment. The act, omission, or failure of any official, agent, or other person acting for any individual, association, partnership, corporation, or trust within the scope of his employment or office shall be deemed the act, omission, or failure of such individual, association, partnership, corporation, or trust, as well as of such official, agent, or other person. The words "interstate commerce" shall be construed to mean commerce between any State, Territory, or possession, or the District of Columbia, and any place outside thereof; or between points within the same State, Territory, or possession, or the District of Columbia, but through any place outside thereof, or within any Territory or possession, or the District of Columbia. The words "cooperative association of producers" shall mean

[1] Prior to amendment of June 15, 1936, this section read: "That this Act may be cited as 'The Grain Futures Act.' "

[2] Prior to amendment of June 15, 1936, sec. 2 (a) read as follows:

"SEC. 2. (a) For the purposes of this Act 'contract of sale' shall be held to include sales, agreements of sale, and agreements to sell. The word 'person' shall be construed to import the plural or singular, and shall include individuals, associations, partnerships, corporations, and trusts. The word 'grain' shall be construed to mean wheat, corn, oats, barley, rye, flax, and sorghum. The term 'future delivery,' as used herein, shall not include any sale of cash grain for deferred shipment or delivery. The words 'board of trade' shall be held to include and mean any exchange or association, whether incorporated or unincorporated, of persons who shall be engaged in the business of buying or selling grain or receiving the same for sale on consignment. The act, omission, or failure of any official, agent, or other person acting for any individual, association, partnership, corporation, or trust within the scope of his employment or office shall be deemed the act, omission, or failure of such individual, association, partnership, corporation, or trust, as well as of such official, agent, or other person. The words 'interstate commerce' shall be construed to mean commerce between any State, Territory, or possession, or the District of Columbia, and any place outside thereof; or between points within the same State, Territory, or possession, or the District of Columbia, but through any place outside thereof, or within any Territory or possession, or the District of Columbia."

The third sentence of sec. 2 (a) was amended June 15, 1936, to read as follows:

"The word 'commodity' shall mean wheat, cotton, rice, corn, oats, barley, rye, flaxseed, grain sorghums, mill feeds, butter, eggs and Solanum tuberosum (Irish potatoes)."

The amendment of April 7, 1938, added "wool tops" to the commodities enumerated in the foregoing definition; and the amendment of October 9, 1940, added "fats and oils (including lard, tallow, cottonseed oil, peanut oil, soybean oil and all other fats and oils), cottonseed meal, cottonseed, peanuts, soybeans and soybean meal."

any cooperative association, corporate or otherwise, not less than 75 per centum in good faith owned or controlled, directly or indirectly, by producers of agricultural products and otherwise complying with an Act of Congress of February 18, 1922 (U. S. C., 1934 ed., title 7, secs. 291 and 292), as now or hereafter amended, including any organization acting for a group of such associations and owned or controlled by such associations, provided that business done for or with the United States of America, or any agency thereof, shall not be considered either member or nonmember business in determining the compliance of any such association with said Act of Congress of February 18, 1922. The words "member of a contract market" shall mean and include individuals, associations, partnerships, corporations, and trusts owning or holding membership in, or admitted to membership representation on, a contract market or given members' trading privileges thereon. The words "futures commission merchant" shall mean and include individuals, associations, partnerships, corporations, and trusts engaged in soliciting or in accepting orders for the purchase or sale of any commodity for future delivery on or subject to the rules of any contract market and that, in or in connection with such solicitation or acceptance of orders, accepts any money, securities, or property (or extends credit in lieu thereof) to margin, guarantee, or secure any trades or contracts that result or may result therefrom. The words "floor broker" shall mean any person who, in or surrounding any "pit", "ring", "post", or other place provided by a contract market for the meeting of persons similarly engaged, shall engage in executing for others any order for the purchase or sale of any commodity for future delivery on or subject to the rules of any contract market, and who for such services receives or accepts any commission or other compensation. The words "the commission" shall mean the Commodity Exchange Commission, consisting of the Secretary of Agriculture, the Secretary of Commerce, and the Attorney General.

(b) [3] For the purposes of this Act (but not in any wise limiting the foregoing definition of interstate commerce) a transaction in respect to any article shall be considered to be in interstate commerce if such article is part of that current of commerce usual in the commodity trade whereby commodities and commodity products and by-products thereof are sent from one State with the expectation that they will end their transit, after purchase, in another, including, in addition to cases within the above general description, all cases where purchase or sale is either for shipment to another State, or for manufacture within the State and the shipment outside the State of the products resulting from such manufacture. Articles normally in such current of commerce shall not be considered out of such commerce through resort being had to any means or device intended to remove transactions in respect thereto from the provisions of this Act. For the purpose of this paragraph the word "State" includes Territory, the District of Columbia, possession of the United States, and foreign nation.

SEC. 3.[4] Transactions in commodities involving the sale thereof for future delivery as commonly conducted on boards of trade and known as "futures" are affected with a national public interest; that such transactions are carried on in large volume by the public generally and by persons engaged in the business of buying and selling commodities and the products and byproducts thereof in interstate commerce; that the prices involved in such transactions are generally quoted and disseminated throughout the United States and in foreign countries as a basis for determining the prices to the producer and

[3] As amended June 15, 1936. The amendment substituted the words "commodity" and "commodities" contained in sec. 2 (b), as amended, for the word "grain".

[4] As amended June 15, 1936. The amendment substituted the word "commodities" contained in sec. 3, as amended, for the word "grain".

the consumer of commodities and the products and byproducts thereof and to facilitate the movements thereof in interstate commerce; that such transactions are utilized by shippers, dealers, millers, and others engaged in handling commodities and the products and byproducts thereof in interstate commerce as a means of hedging themselves against possible loss through fluctuations in price; that the transactions and prices of commodities on such boards of trade are susceptible to speculation, manipulation, and control, and sudden or unreasonable fluctuations in the prices thereof frequently occur as a result of such speculation, manipulation, or control, which are detrimental to the producer or the consumer and the persons handling commodities and the products and byproducts thereof in interstate commerce, and that such fluctuations in prices are an obstruction to and a burden upon interstate commerce in commodities and the products and byproducts thereof and render regulation imperative for the protection of such commerce and the national public interest therein.

SEC. 4.[5] It shall be unlawful for any person to deliver for transmission through the mails or in interstate commerce by telegraph, telephone, wireless, or other means of communication any offer to make or execute, or any confirmation of the execution of, or any quotation or report of the price of, any contract of sale of any commodity for future delivery on or subject to the rules of any board of trade in the United States, or for any person to make or execute such contract of sale, which is or may be used for (a) hedging any transaction in interstate commerce in any commodity or the products or byproducts thereof, or (b) determining the price basis of any such transaction in interstate commerce, or (c) delivering any commodity sold, shipped, or received in interstate commerce for the fulfillment thereof, except, in any of the foregoing cases, where such contract is made by or through a member of a board of trade which has been designated by the Secretary of Agriculture as a "contract market," as hereinafter provided, and if such contract is evidenced by a record in writing which shows the date, the parties to such contract and their addresses, the property covered and its price, and the terms of delivery: *Provided*, That each board member shall keep such record for a period of three years from the date thereof, or for a longer period if the Secretary of Agriculture shall so direct, which record shall at all times be open to the inspection of any representative

[5] Prior to amendment of June 15, 1936, sec. 4 read as follows:

"SEC. 4. It shall be unlawful for any person to deliver for transmission through the mails or in interstate commerce, by telegraph, telephone, wireless, or other means of communication any offer to make or execute, or any confirmation of the execution of, or any quotation or report of the price of any contract of sale of grain for future delivery on or subject to the rules of any board of trade in the United States, or for any person to make or execute such contract of sale, which is or may be used for (a) hedging any transaction in interstate commerce in grain or the products or by-products thereof, or (b) determining the price basis of any such transaction in interstate commerce, or (c) delivering grain sold, shipped, or received in interstate commerce for the fulfillment thereof, except—

"(a) Where the seller is at the time of the making of such contract the owner of the actual physical property covered thereby, or is the grower thereof, or in case either party to the contract is the owner or renter of land on which the same is to be grown, or is an association of such owners, or growers of grain, or of such owners or renters of land; or

"(b) Where such contract is made by or through a member of a board of trade which has been designated by the Secretary of Agriculture as a 'contract market,' as hereinafter provided, and if such contract is evidenced by a record in writing which shows the date, the parties to such contract and their addresses, the property covered and its price, and the terms of delivery: *Provided*, That each board member shall keep such record for a period of three years from the date thereof, or for a longer period if the Secretary of Agriculture shall so direct, which record shall at all times be open to the inspection of any representative of the United States Department of Agriculture or the United States Department of Justice."

of the United States Department of Agriculture or the United States Department of Justice.

SEC. 4a.[6] (1) Excessive speculation in any commodity under contracts of sale of such commodity for future delivery made on or subject to the rules of contract markets causing sudden or unreasonable fluctuations or unwarranted changes in the price of such commodity, is an undue and unnecessary burden on interstate commerce in such commodity. For the purpose of diminishing, eliminating, or preventing such burden, the commission shall, from time to time, after due notice and opportunity for hearing, by order, proclaim and fix such limits on the amount of trading under contracts of sale of such commodity for future delivery on or subject to the rules of any contract market which may be done by any person as the commission finds is necessary to diminish, eliminate, or prevent such burden. Nothing in this section shall be construed to prohibit the commission from fixing different trading limits for different commodities, markets, futures, or delivery months, or different trading limits for buying and selling operations, or different limits for the purposes of subparagraphs (A) and (B) of this section, or from exempting transactions commonly known to the trade as "spreads" or "straddles" or from fixing trading limits applying to such transactions different from trading limits fixed for other transactions.

(2) The commission shall, in such order, fix a reasonable time (not to exceed ten days) after the order's promulgation; after which, and until such order is suspended, modified, or revoked, it shall be unlawful for any person—

(A) directly or indirectly to buy or sell, or agree to buy or sell, under contracts of sale of such commodity for future delivery on or subject to the rules of the contract market or markets to which the order applies, any amount of such commodity during any one business day in excess of any trading limit fixed for one business day by the commission in such order for or with respect to such commodity; or

(B) directly or indirectly to buy or sell, or agree to buy or sell, under contracts of sale of such commodity for future delivery on or subject to the rules of any contract market, any amount of such commodity that shall result in giving such person a net long or net short position at any one time in or with respect to any such commodity in excess of any trading limit fixed by the commission for net long or net short position in such order for or with respect to such commodity.

(3) No order issued under paragraph (1) of this section shall apply to transactions which are shown to be bona fide hedging transactions. For the purposes of this paragraph, bona fide hedging transactions shall mean sales of any commodity for future delivery on or subject to the rules of any board of trade to the extent that such sales are offset in quantity by the ownership or purchase of the same cash commodity or, conversely, purchases of any commodity for future delivery on or subject to the rules of any board of trade to the extent that such purchases are offset by sales of the same cash commodity. There shall be included in the amount of any commodity which may be hedged by any person—

(A) the amount of such commodity such person is raising, or in good faith intends or expects to raise, within the next twelve months, on land (in the United States or its Territories) which such person owns or leases;

(B) an amount of such commodity the sale of which for future delivery would be a reasonable hedge against the products or byproducts of such commodity owned or purchased by such person, or the purchase of which for future delivery would be a reasonable hedge against the sale of any product or byproduct of such commodity by such person.

(4) This section shall apply to a person that is registered as a futures commission merchant or as a floor broker

[6] This section added by the act of June 15, 1936.

under authority of this Act only to the extent that transactions made by such person are made on behalf of or for the account or benefit of such person. This section shall not apply to transactions made by, or on behalf of, or at the direction of, the United States, or a duly authorized agency thereof.

SEC. 4b.[7] It shall be unlawful for any member of a contract market, or for any correspondent, agent, or employee of any member, in or in connection with any order to make, or the making of (1) any contract of sale of any commodity in interstate commerce, or (2) any contract of sale of any commodity for future delivery made, or to be made, on or subject to the rules of any contract market for or on behalf of any person if such contract for future delivery is or may be used for (a) hedging any transaction in interstate commerce in such commodity or the products or byproducts thereof, or (b) determining the price basis of any transaction in interstate commerce in such commodity, or (c) delivering any such commodity sold, shipped, or received in interstate commerce for the fulfillment thereof—

(A) to cheat or defraud or attempt to cheat or defraud such person;

(B) willfully to make or cause to be made to such person any false report or statement thereof, or willfully to enter or cause to be entered for such person any false record thereof;

(C) willfully to deceive or attempt to deceive such person by any means whatsoever in regard to any such order or contract or the disposition or execution of any such order or contract, or in regard to any act of agency performed with respect to such order or contract for such person; or

(D) to bucket such order, or to fill such order by offset against the order or orders of any other person, or willfully and knowingly and without the prior consent of such person to become the buyer in respect to any selling order of such person, or become the seller in respect to any buying order of such person.

Nothing in this section or in any other section of this Act shall be construed to prevent a futures commission merchant or floor broker who shall have in hand, simultaneously, buying and selling orders at the market for different principals for a like quantity of cotton for future delivery in the same month, from executing such buying and selling orders at the market price: *Provided*, That any such execution shall take place on the floor of the exchange where such orders are to be executed at public outcry across the ring and shall be duly reported, recorded, and cleared in the same manner as other orders executed on such exchange.

SEC. 4c.[8] It shall be unlawful for any person to offer to enter into, enter into, or confirm the execution of, any transaction involving any commodity, which is or may be used for (1) hedging any transaction in interstate commerce in such commodity or the products or byproducts thereof, or (2) determining the price basis of any such transaction in interstate commerce in such commodity, or (3) delivering any such commodity sold, shipped, or received in interstate commerce for the fulfillment thereof—

(A) if such transaction is, is of the character of, or is commonly known to the trade as, a "wash sale", "cross trade", or "accommodation trade", or is a fictitious sale;

(B) if such transaction is, is of the character of, or is commonly known to the trade as, a "privilege", "indemnity", "bid", "offer", "put", "call", "advance guaranty", or "decline guaranty", or

(C) if such transaction is used to cause any price to be reported, registered, or recorded which is not a true and bona fide price.

Nothing in this section shall be construed to prevent the exchange of futures in connection with cash commodity transactions or of futures for

[7] This section added by the act of June 15, 1936.

[8] This section added by the act of June 15, 1936.

cash commodities, or of transfer trades or office trades if made in accordance with board of trade rules applying to such transactions and such rules shall not have been disapproved by the Secretary of Agriculture. Nothing in this section or section 4b shall be construed to impair any State law applicable to any transaction enumerated or described in such sections.

SEC. 4d.[9] It shall be unlawful for any person to engage as futures commission merchant in soliciting orders or accepting orders for the purchase or sale of any commodity for future delivery, or involving any contracts of sale of any commodity for future delivery, on or subject to the rules of any contract market unless—

(1) such person shall have registered, under this Act, with the Secretary of Agriculture as such futures commission merchant and such registration shall not have expired nor been suspended nor revoked; and

(2) such person shall, whether a member or nonmember of a contract market, treat and deal with all money, securities, and property received by such person to margin, guarantee, or secure the trades or contracts of any customer of such person, or accruing to such customer as the result of such trades or contracts, as belonging to such customer. Such money, securities, and property shall be separately accounted for and shall not be commingled with the funds of such commission merchant or be used to margin or guarantee the trades or contracts, or to secure or extend the credit, of any customer or person other than the one for whom the same are held: *Provided, however*, That such money, securities, and property of the customers of such futures commission merchant may, for convenience, be commingled and deposited in the same account or accounts with any bank or trust company or with the clearing house organization of such contract market, and that such share thereof as in the normal course of business shall be necessary to margin, guarantee, secure, transfer, adjust, or settle the contracts or trades of such customers or resulting market positions, with the clearing-house organization of such contract market or with any member of such contract market, may be withdrawn and applied to such purposes, including the payment of commissions, brokerage, interest, taxes, storage, and other charges, lawfully accruing in connection with such contracts and trades: *Provided further*, That such money may be invested in obligations of the United States, in general obligations of any State or of any political subdivision thereof, in obligations fully guaranteed as to principal and interest by the United States, and in "investment securities" as defined in and under authority of section 5136 of the Revised Statutes, as amended, and, subject to approval by the Secretary of Agriculture, may be loaned on the security of negotiable warehouse receipts conveying or securing title to readily marketable commodities to the extent of the current loan value of such receipts, such investments and loans to be made in accordance with such rules and regulations and subject to such conditions as the Secretary of Agriculture may prescribe.

SEC. 4e.[9] It shall be unlawful for any person to act as floor broker in executing any orders for the purchase or sale of any commodity for future delivery, or involving any contracts of sale of any commodity for future delivery, on or subject to the rules of any contract market unless such person shall have registered, under this Act, with the Secretary of Agriculture as such floor broker and such registration shall not have expired nor been suspended nor revoked.

SEC. 4f.[9] (1) Any person desiring to register as futures commission merchant or as floor broker hereunder shall be registered upon application to the Secretary of Agriculture, which application shall be made in form and manner to be prescribed by the Secretary of Agriculture, giving such information and facts as the Secretary of Agricul-

[9] This section added by the act of June 15, 1936.

ture may deem necessary concerning the business in which the applicant is or will be engaged, including, in the case of applications of futures commission merchants, the names and addresses of the managers of all branch offices and of all correspondents and agents engaged in soliciting or accepting on behalf of such applicant any orders for the purchase or sale of any commodity for future delivery on or subject to the rules of any board of trade, and including also the names of its officers and partners, if a partnership, and of its officers, directors, and stockholders, as the Secretary of Agriculture may direct, if a corporation. Such person, when registered hereunder, shall likewise continue to report and furnish to the Secretary of Agriculture the above-mentioned information and such other information pertaining to his business as the Secretary of Agriculture may require. All registrations shall expire on the 31st day of December of the year for which issued, and shall be renewed upon application therefor unless the registration has been suspended (and the period of such suspension has not expired) or revoked after notice and hearing as prescribed in section 4g of this Act.

(2) Any person registered as futures commission merchant hereunder shall post in a conspicuous place in each of the offices maintained by such person in the United States in which orders for the purchase or sale of any commodity for future delivery are solicited or accepted, the original or duplicate copy (issued by the Secretary of Agriculture) of such person's registration certificate as such futures commission merchant.

SEC. 4g.[10] If any person registered hereunder as futures commission merchant or floor broker shall violate any of the provisions of this Act, or any of the rules or regulations of the Secretary of Agriculture thereunder, or shall fail or refuse to make any report required by the Secretary of Agriculture regarding the transactions of such person, or the transactions of the customers thereof, in commodities for future delivery on any board of trade in the United States or elsewhere, or shall fail or refuse to keep the books and records pertaining to such transactions in the form and manner required by the Secretary of Agriculture, or shall fail or refuse to keep such books and records open to inspection by any representative of the United States Department of Agriculture or the United States Department of Justice, the registration of such person may be suspended or revoked after notice and hearing in accordance with the procedure and subject to the judicial review provided in paragraph (b) of section 6 of this Act.

SEC. 4h.[10] It shall be unlawful for any person—

(1) to conduct any office or place of business anywhere in the United States or its territories for the purpose of soliciting or accepting any orders for the purchase or sale of any commodity for future delivery, or for making or offering to make any contracts for the purchase or sale of any commodity for future delivery, or for conducting any dealings in commodities for future delivery, that are or may be used for

(A) hedging any transaction in interstate commerce in such commodity or the products or byproducts thereof, or

(B) determining the price basis of any such transaction in interstate commerce, or

(C) delivering any such commodity sold, shipped, or received in interstate commerce for the fulfillment thereof, if such orders, contracts, or dealings are executed or consummated otherwise than by or through a member of a contract market; or

(2) falsely to represent such person to be a member of a contract market, or the representative or agent of such member, or to be a futures commission merchant registered under this Act, or the agent of such registered futures commission merchant, in soliciting or handling any order or contract for the purchase or sale of any commodity in interstate commerce or for future delivery, or falsely to represent in con-

[10] This section added by the act of June 15, 1936.

nection with the handling of any such order or contract that the same is to be or has been executed on, or by or through any member of, any contract market.

SEC. 4i.[10] It shall be unlawful for any person to make any contract for the purchase or sale of any commodity for future delivery on or subject to the rules of any contract market unless such person shall report or cause to be reported to the properly designated officer in accordance with the rules and regulations of the Secretary of Agriculture (1) whenever such person shall directly or indirectly make such contracts with respect to any commodity, or any future of such commodity, during any one day in an amount equal to or in excess of such amount as shall be fixed from time to time by the Secretary of Agriculture; and (2) whenever such person shall directly or indirectly have or obtain a long or short position in any commodity or in any future of such commodity, equal to or in excess of such amount as shall be fixed from time to time by the Secretary of Agriculture. Such person shall also keep books and records of transactions coming within the provisions of (1) and (2) hereof, which books and records shall show complete details concerning all such transactions, including the names and addresses of all persons having any interest therein, and shall be open at all times to inspection by any representative of the United States Department of Agriculture or the United States Department of Justice.

SEC. 5. The Secretary of Agriculture is hereby authorized and directed to designate any board of trade as a "contract market" when, and only when, such board of trade complies with and carries out the following conditions and requirements:

(a)[11] When located at a terminal market where any cash commodity of the kind specified in the contracts of sale of commodities for future delivery to be executed on such board is sold in sufficient volumes and under such conditions as fairly to reflect the general value of the commodity and the differences in value between the various grades of such commodity, and where there is available to such board of trade official inspection service approved by the Secretary of Agriculture for the purpose: *Provided*, That any board of trade not so located shall be designated as a "contract market" if such board of trade provides for the delivery of commodities on such contracts at a delivery point or points and upon terms and conditions approved by the Secretary of Agriculture.

(b) When the governing board thereof provides for the making and filing by the board or any member thereof, as the Secretary of Agriculture may direct, of reports in accordance with the rules and regulations, and in such manner and form and at such times as may be prescribed by the Secretary of Agriculture, showing the details and terms of all transactions entered into by the board, or the members thereof, either in cash transactions consummated at, on, or in a board of trade, or transactions for future delivery, and when such governing board provides, in accordance with such rules and regulations, for the keeping of a record by the board or the members of the board of trade, as the Secretary of Agriculture may direct, showing the details and terms of all cash and future transactions entered into by them, consummated at, on, or in a board of trade, such record to be in permanent form, showing the parties to all such transactions, including the persons for whom made, any assignments or transfers thereof, with the parties thereto,

[10] This section added by the act of June 15, 1936.

[11] Prior to amendment of June 15, 1936, sec. 5 (a) read as follows:

"(a) When located at a terminal market where cash grain of the kind specified in the contracts of sale of grain for future delivery to be executed on such board is sold in sufficient volumes and under such conditions as fairly to reflect the general value of the grain and the differences in value between the various grades of such grain, and where there is available to such board of trade official inspection service approved by the Secretary of Agriculture for the purpose."

and the manner in which said transactions are fulfilled, discharged, or terminated. Such record shall be required to be kept for a period of three years from the date thereof, or for a longer period if the Secretary of Agriculture shall so direct, and shall at all times be open to the inspection of any representative of the United States Department of Agriculture or United States Department of Justice.

(c)[12] When the governing board thereof provides for the prevention of dissemination by the board or any member thereof, of false or misleading or knowingly inaccurate reports concerning crop or market information or conditions that affect or tend to affect the price of any commodity in interstate commerce.

(d)[13] When the governing board thereof provides for the prevention of manipulation of prices and the cornering of any commodity by the dealers or operators upon such board.

(e)[14] When the governing board thereof does not exclude from membership in, and all privileges on, such board of trade, any duly authorized representative of any lawfully formed and conducted cooperative association of producers having adequate financial responsibility which is engaged in any cash commodity business, if such association has complied, and agrees to comply, with such terms and conditions as are or may be imposed lawfully on other members of such board: *Provided*, That no rule of a contract market shall forbid or be construed to forbid the return on a patronage basis by such cooperative association to its bona fide members of moneys collected in excess of the expense of conducting the business of such association.

(f) When the governing board provides for making effective the final orders or decisions entered pursuant to the provisions of paragraph (b) of section 6 of this Act.

SEC. 5a.[15] Each contract market shall——

(1) promptly furnish the Secretary of Agriculture copies of all bylaws, rules, regulations, and resolutions made or issued by it or by the governing board thereof or any committee, and of all changes and proposed changes therein;

(2) allow inspection at all times by any authorized representative of the United States Department of Agriculture or United States Department of Justice of the books, records, and all minutes and journals of proceedings of such contract market, its governing board and all committees, and of all subsidiaries and affiliates of such contract market, which books, records, minutes, and journals of proceedings shall be kept for a period of three years from the date thereof, or for a longer period if the Secretary of Agriculture shall so direct;

(3) require the operators of warehouses in which or out of which any commodity is deliverable on any contract for future delivery made on or subject to the rules of such contract market, to make such reports, keep such records, and permit such warehouse visitation as the Secretary of Agriculture may prescribe. Such books and records shall be required to be kept for a period of three years from the date thereof, or for a longer period if the Secretary of Agriculture shall so direct, and such books, records, and warehouses shall be open at all times to inspection by any representative of the United States Department of Agriculture or United States Department of Justice;

(4) when so directed by order of the Secretary of Agriculture, provide for a

[12] As amended June 15, 1936. The amendment substituted the words "any commodity" contained in sec. 5 (c), as amended, for the word "grain".

[13] As amended June 15, 1936. The amendment substituted the words "and" and "commodity", contained in sec. 5 (d), as amended, for the words "or" and "grain", respectively.

[14] As amended June 15, 1936. The amendment substituted the words "any cash commodity" contained in sec. 5 (e), as amended, for the words "cash grain".

[15] This section added by the act of June 15, 1936.

period, after trading in contracts of sale of any commodity for future delivery in a delivery month has ceased, during which contracts of sale of such commodity for future delivery in such month may be satisfied by the delivery of the actual cash commodity. Whenever, after due notice and opportunity for hearing, the Secretary of Agriculture finds that provision for such a period of delivery for any one or more commodities or markets would prevent or tend to prevent "squeezes" and market congestion endangering price stability, he shall, by order, require such period of delivery (which shall be not less than three nor more than ten business days) applicable to such commodities and markets as he finds will prevent or tend to prevent such "squeezes" and market congestion: *Provided, however*, That such order shall not apply to then existing contracts;

(5) require the party making delivery of any commodity on any contract of sale of such commodity for future delivery to furnish the party obligated under the contract to accept delivery, written notice of the date of delivery at least one business day prior to such date of delivery. Whenever, after due notice and opportunity for hearing the Secretary of Agriculture finds that the giving of longer notice of delivery is necessary to prevent or diminish unfair practices in trading in any one or more commodities or markets, he shall by order require such longer notice of delivery (which shall be not more than ten business days) applicable to such commodities and markets as he finds will prevent or diminish such unfair practices: *Provided, however*, That such order shall not apply to then existing contracts;

(6) require that all contracts of sale of any commodity for future delivery on such contract market shall provide for the delivery thereunder of commodities of grades conforming to United States standards, if such standards shall have been officially promulgated; and

(7) require that receipts issued under the United States Warehouse Act (U. S. C., 1934 ed., title 7, secs. 241–273) shall be accepted in satisfaction of any futures contract, made on or subject to the rules of such contract market, without discrimination and notwithstanding that the warehouseman issuing such receipts is not also licensed as a warehouseman under the laws of any State or enjoys other or different privileges than under State law: *Provided, however*, That such receipts shall be for the kind, quality, and quantity of commodity specified in such contract and that the warehouse in which the commodity is stored meets such reasonable requirements as may be imposed by such contract market on other warehouses as to location, accessibility, and suitability for warehousing and delivery purposes.

SEC. 5b.[16] The failure or refusal of any board of trade to comply with any of the provisions of this Act, or any of the rules and regulations of the Secretary of Agriculture thereunder, shall be cause for suspending for a period not to exceed six months or revoking the designation of such board of trade as a "contract market" in accordance with the procedure and subject to the judicial review provided in paragraph (a) of section 6 of this Act.

SEC. 6. Any board of trade desiring to be designated a "contract market" shall make application to the Secretary of Agriculture for such designation and accompany the same with a showing that it complies with the above conditions, and with a sufficient assurance that it will continue to comply with the above requirements.

(a) A commission composed of the Secretary of Agriculture, the Secretary of Commerce, and the Attorney General is authorized to suspend for a period not to exceed six months or to revoke the designation of any board of trade as a "contract market" upon a showing that such board of trade has failed or is failing to comply with any of the above requirements or is not enforcing its rules of government made a condition

[16] This section added by the act of June 15, 1936.

of its designation as set forth in section 5. Such suspension or revocation shall only be after a notice to the officers of the board of trade affected and upon a hearing: *Provided*, That such suspension or revocation shall be final and conclusive unless within fifteen days after such suspension or revocation by the said commission such board of trade appeals to the circuit court of appeals for the circuit in which it has its principal place of business by filing with the clerk of such court a written petition praying that the order of the said commission be set aside or modified in the manner stated in the petition, together with a bond in such sum as the court may determine, conditioned that such board of trade will pay the costs of the proceedings if the court so directs. The clerk of the court in which such a petition is filed shall immediately cause a copy thereof to be delivered to the Secretary of Agriculture, chairman of said commission, or any member thereof, and the said commission shall forthwith prepare, certify, and file in the court a full and accurate transcript of the record in such proceedings, including the notice to the board of trade, a copy of the charges, the evidence, and the report and order. The testimony and evidence taken or submitted before the said commission duly certified and filed as aforesaid as a part of the record shall be considered by the court as the evidence in the case. The proceedings in such cases in the circuit court of appeals shall be made a preferred cause and shall be expedited in every way. Such a court may affirm or set aside the order of the said commission or may direct it to modify its order. No such order of the said commission shall be modified or set aside by the circuit court of appeals unless it is shown by the board of trade that the order is unsupported by the weight of the evidence or was issued without due notice and a reasonable opportunity having been afforded to such board of trade for a hearing, or infringes the Constitution of the United States, or is beyond the jurisdiction of said commission: *Provided, further*, That if the Secretary of Agriculture shall refuse to designate as a contract market any board of trade that has made application therefor, then such board of trade may appeal from such refusal to the commission described therein, consisting of the Secretary of Agriculture, the Secretary of Commerce, and the Attorney General of the United States, with the right to appeal as provided for in other cases in this section, the decision on such appeal to be final and binding on all parties interested.

(b)[17] If the Secretary of Agriculture

[17] As amended June 15, 1936. Prior to the amendment, sec. 6 (b) read as follows:

"(b) If the Secretary of Agriculture has reason to believe that any person is violating any of the provisions of this Act, or is attempting to manipulate the market price of any grain in violation of the provisions of section 5 hereof, or of any of the rules or regulations made pursuant to its requirements, he may serve upon such person a complaint stating his charge in that respect, to which complaint shall be attached or contained therein a notice of hearing, specifying a day and place not less than three days after the service thereof, requiring such person to show cause why an order should not be made directing that all contract markets until further notice of the said commission refuse all trading privileges thereon to such person. Said hearing may be held in Washington, District of Columbia, or elsewhere, before the said commission, or before a referee designated by the Secretary of Agriculture, who shall cause all evidence to be reduced to writing and forthwith transmit the same to the Secretary of Agriculture as chairman of the said commission. That for the purpose of securing effective enforcement of the provisions of this Act the provisions, including penalties, of section 12 of the Interstate Commerce Act, as amended, relating to the attendance and testimony of witnesses, the production of documentary evidence, and the immunity of witnesses, are made applicable to the power, jurisdiction, and authority of the Secretary of Agriculture, the said commission or said referee in proceedings under this Act, and to persons subject to its provisions. Upon evidence received the said commission may require all contract markets to refuse such person all trading privileges thereon for such period as may be specified in said order. Notice of such order shall be sent forthwith by registered mail or delivered to the offending person and to the governing boards of said contract markets. After the issuance

has reason to believe that any person (other than a contract market) is violating or has violated any of the provisions of this Act, or any of the rules and regulations made pursuant to its requirements, or has manipulated or is attempting to manipulate the market price of any commodity, in interstate commerce, or for future delivery on or subject to the rules of any board of trade, he may serve upon such person a complaint stating his charges in that respect, to which complaint shall be attached or contained therein a notice of hearing, specifying a day and place not less than three days after the service thereof, requiring such person to show cause why an order should not be made directing that all contract markets until further notice of the Secretary of Agriculture refuse all trading privileges to such person, and to show cause why the registration of such person, if registered as futures commission merchant or as floor broker hereunder, should not be suspended or revoked. Said hearing may be held in Washington, District of Columbia, or elsewhere, before the Secretary of Agriculture or before a referee designated by the Secretary of Agriculture, which referee shall cause all evidence to be reduced to writing and forthwith transmit the same to the Secretary of Agriculture. That for the purpose of securing effective enforcement of the provisions of this Act the provisions, including penalties, of the Interstate Commerce Act, as amended and supplemented (U. S. C., 1934 ed., title 49, secs. 12, 46, 47, and 48), relating to the attendance and testimony of witnesses, the production of documentary evidence, and the immunity of witnesses, are made applicable to the power, jurisdiction, and authority of the Secretary of Agriculture, the said commission, and said referee in proceedings under this Act, and to persons subject to its provisions. Upon evidence received, the Secretary of Agriculture may require all contract markets to refuse such person all trading privileges thereon for such period as may be specified in the order, and, if such person is registered as futures commission merchant or as floor broker hereunder, may suspend, for a period not to exceed six months, or revoke, the registration of such person. Notice of such order shall be sent forthwith by registered mail or delivered to the offending person and to the governing boards of said contract markets. After the issuance of the order by the Secretary of Agriculture, as aforesaid, the person against whom it is issued may obtain a review of such order or such other equitable relief as to the court may seem just by filing in the United States circuit court of appeals of the circuit in which the petitioner is doing business a written petition praying that the order of the Secretary of Agriculture be set aside. A copy of such petition shall be forthwith served upon the Secretary of Agriculture by delivering such copy to him, and thereupon the Secretary of Agriculture shall forthwith certify and file in the court a transcript of the record theretofore made, including evidence received. Upon the filing of the transcript the court shall have jurisdiction to affirm, to set aside, or modify the order of the Secretary of Agriculture, and the findings of the Secretary of Agriculture as to the facts, if sup-

of the order by the commission, as aforesaid, the person against whom it is issued may obtain a review of such order or such other equitable relief as to the court may seem just by filing in the United States circuit court of appeals of the circuit in which the petitioner is doing business a written petition praying that the order of the commission be set aside. A copy of such petition shall be forthwith served upon the commission by delivering such copy to its chairman or to any member thereof, and thereupon the commission shall forthwith certify and file in the court a transcript of the record theretofore made, including evidence received. Upon the filing of the transcript the court shall have jurisdiction to affirm, to set aside, or modify the order of the commission, and the findings of the commission as to the facts, if supported by the weight of evidence, shall in like manner be conclusive. In proceedings under paragraphs (a) and (b) the judgment and decree of the court shall be final, except that the same shall be subject to review by the Supreme Court upon certiorari, as provided in section 240 of the Judicial Code."

ported by the weight of evidence, shall in like manner be conclusive. In proceedings under paragraphs (a) and (b) the judgment and decree of the court shall be final, except that the same shall be subject to review by the Supreme Court upon certiorari, as provided in section 240 of the Judicial Code, as amended.

SEC. 6a.[18] (1) No board of trade which has been designated as a "contract market" shall exclude from membership in, and all privileges on, such board of trade, any association or corporation engaged in cash commodity business having adequate financial responsibility which is organized under the cooperative laws of any State, or which has been recognized as a cooperative association of producers by the United States Government or by any agency thereof, if such association or corporation complies and agrees to comply with such terms and conditions as are or may be imposed lawfully upon other members of such board, and as are or may be imposed lawfully upon a cooperative association of producers engaged in cash commodity business, unless such board of trade is authorized by the commission to exclude such association or corporation from membership and privileges after hearing held upon at least three days' notice subsequent to the filing of complaint by the board of trade: *Provided, however*, That if any such association or corporation shall fail to meet its obligations with any established clearing house or clearing agency of any contract market, such association or corporation shall be ipso facto debarred from further trading on such contract market, except such trading as may be necessary to close open trades and to discharge existing contracts in accordance with the rules of such contract market applicable in such cases. Such commission may prescribe that such association or corporation shall have and retain membership and privileges, with or without imposing conditions, or it may permit such board of trade immediately to bar such association or corporation from membership and privileges. Any order of said commission entered hereunder shall be reviewable by the circuit court of appeals for the circuit in which such association or corporation, or such board of trade, has its principal place of business, on written petition either of such association or corporation, or of such board of trade, under the procedure provided in paragraph (a) of section 6 of this Act, but such order shall not be stayed by the court pending review.

(2) No rule of any board of trade designated as a contract market shall forbid or be construed to forbid the payment of compensation on a commodity-unit basis, or otherwise, by any federated cooperative association to its regional member-associations for services rendered or to be rendered in connection with any organization work, educational activity, or procurement of patronage, provided no part of any such compensation is returned to patrons (whether members or nonmembers) of such cooperative association, or of its regional or local member-associations, otherwise than as a dividend on capital stock or as a patronage dividend out of the net earnings or surplus of such federated cooperative association.

SEC. 6b.[19] If any board of trade, or any director, officer, agent, or employee of any board of trade is violating or has violated any of the provisions of this Act or any of the rules or regulations of the Secretary of Agriculture thereunder, or any order issued by the commission pursuant to any provision of this Act, the commission, in lieu of revoking the designation of such board of trade as a "contract market" may, upon notice and hearing and subject to appeal as in other cases provided for in paragraph (a) of section 6 of this Act, make and enter an order directing that such board of trade, director, officer, agent, or employee shall cease and de-

[18] This section added by the act of June 15, 1936.

[19] This section added by the act of June 15, 1936.

sist from such violation or violations, and if such board of trade, director, officer, agent, or employee, thereafter and after the lapse of the period allowed for appeal of such order or after the affirmance of such order, shall fail or refuse to obey or comply with such order, such board of trade, director, officer, agent, or employee shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than $500 nor more than $10,000 or imprisoned for not less than six months nor more than one year, or both. Each day during which such failure or refusal to obey such order continues shall be deemed a separate offense.

SEC. 7. Any board of trade that has been designated a contract market in the manner herein provided may have such designation vacated and set aside by giving notice in writing to the Secretary of Agriculture requesting that its designation as a contract market be vacated, which notice shall be served at least ninety days prior to the date named therein as the date when the vacation of designation shall take effect. Upon receipt of such notice the Secretary of Agriculture shall forthwith order the vacation of the designation of such board of trade as a contract market, effective upon the day named in the notice, and shall forthwith send a copy of the notice and his order to all other contract markets. From and after the date upon which the vacation became effective the said board of trade can thereafter be designated again a contract market by making application to the Secretary of Agriculture in the manner herein provided for an original application.

SEC. 8.[20] For the efficient execution of the provisions of this Act, and in order to provide information for the use of Congress, the Secretary of Agriculture may make such investigations as he may deem necessary to ascertain the facts regarding the operations of boards of trade, whether prior or subsequent to the enactment of this Act, and may publish from time to time, in his discretion, the result of such investigation and such statistical information gathered therefrom as he may deem of interest to the public, except data and information which would separately disclose the business transactions of any person and trade secrets or names of customers: *Provided*, That nothing in this section shall be construed to prohibit the Secretary of Agriculture from making or issuing such reports as he may deem necessary relative to the conduct of any board of trade or of the transactions of any person found guilty of violating the provisions of this Act under the proceedings prescribed in section 6 of this Act: *Provided further*, That the Secretary of Agriculture in any report may include the facts as to any actual transaction. The Secretary of Agriculture, upon his own initiative or in cooperation with existing governmental agencies, shall investigate marketing conditions of commodities and commodity products and byproducts, including supply and demand for these commodities, cost to the consumer, and handling and transportation charges. He shall likewise compile and furnish to producers, consumers, and distributors, by means of regular or special reports, or by such methods as he may deem most effective, information respecting the commodity markets, together with information on supply, demand, prices, and other conditions in this and other countries that affect the markets.

SEC. 8a.[21] The Secretary of Agriculture is authorized—

(1) to register futures commission merchants and floor brokers upon application in accordance with rules and regulations and in form and manner to be prescribed by the Secretary of Agriculture; and

(2) to refuse to register any person if such person has violated any of the

[20] As amended June 15, 1936. The amendment substituted the words "commodities and commodity products" and "commodity markets" contained in sec. 8, as amended, for the words "grain and grain products" and "grain markets", respectively.

[21] This section added by the act of June 15, 1936.

provisions of this Act or any of the rules or regulations promulgated by the Secretary of Agriculture hereunder for which the registration of such person has been suspended (and the period of such suspension shall not have expired) or has been revoked; and

(3) to suspend or revoke the registration of any futures commission merchant who shall knowingly accept any order for the purchase or sale of any commodity for future delivery on or subject to the rules of any contract market from any person if such person has been denied trading privileges on any contract market by order of the Secretary of Agriculture under the provisions of paragraph (b) of section 6 of this Act and the period of denial specified in such order shall not have expired; and

(4) to fix and establish from time to time fees and charges for registrations and renewals thereof and for copies of registration certificates, not to exceed $10 for each such registration, renewal, or copy; and

(5) to make and promulgate such rules and regulations as, in the judgment of the Secretary of Agriculture, are reasonably necessary to effectuate any of the provisions or to accomplish any of the purposes of this Act; and

(6) to communicate to the proper committee or officer of any contract market and to publish, notwithstanding the provisions of section 8 of this Act, the full facts concerning any transaction or market operation, including the names of parties thereto, which in the judgment of the Secrtary[22] of Agriculture disrupts or tends to disrupt any market or is otherwise harmful or against the best interests of producers and consumers.

SEC. 9.[23] Any person who shall violate the provisions of section 4, section 4a, section 4b, section 4c, section 4d, section 4e, section 4h, or section 4i of this Act, or who shall manipulate or attempt to manipulate the price of any commodity in interstate commerce, or for future delivery on or subject to the rules of any board of trade, or who shall corner or attempt to corner any such commodity, or who shall fail to evidence any contract mentioned in section 4 of this Act by a record in writing as therein required, or who shall knowingly or carelessly deliver or cause to be delivered for transmission through the mails or in interstate commerce by telegraph, telephone, wireless, or other means of communication false or misleading or knowingly inaccurate reports concerning crop or market information or conditions that affect or tend to affect the price of any commodity in interstate commerce, shall be deemed guilty of a misdemeanor, and, upon conviction thereof, be fined not more than $10,000 or imprisoned for not more than one year, or both, together with the costs of prosecution.

SEC. 10. If any provision of this Act or the application thereof to any person or circumstances is held invalid, the validity of the remainder of the Act and of the application of such provision to other persons and circumstances shall not be affected thereby.

SEC. 11. No fine or imprisonment shall be imposed for any violation of this Act occurring before the first day of the second month following its passage.

SEC. 12. The Secretary of Agriculture may cooperate with any department or agency of the Government, any State, Territory, District, or possession, or department, agency, or political subdivision thereof, or any

[22] So in original.

[23] As amended June 15, 1936. Prior to the amendment, sec. 9 read as follows:

"SEC. 9. Any person who shall violate the provisions of section 4 of this Act, or who shall fail to evidence any contract mentioned in said section by a record in writing as therein required, or who shall knowingly or carelessly deliver for transmission through the mails or in interstate commerce by telegraph, telephone, wireless, or other means of communication false or misleading or knowingly inaccurate reports concerning crop or market information or conditions that affect or tend to affect the price of grain in interstate commerce, shall be deemed guilty of a misdemeanor, and, upon conviction thereof, be fined not more than $10,000 or imprisoned for not more than one year, or both, together with the costs of prosecution."

person; and shall have the power to appoint, remove, and fix the compensation of such officers and employees, not in conflict with existing law, and make such expenditures for rent outside the District of Columbia, printing, telegrams, telephones, law books, books of reference, periodicals, furniture, stationery, office equipment, travel, and other supplies and expenses as shall be necessary to the administration of this Act in the District of Columbia and elsewhere, and there are hereby authorized to be appropriated, out of any moneys in the Treasury not otherwise appropriated, such sums as may be necessary for such purposes.

CONTRACT MARKETS AND REGULATED COMMODITIES IN WHICH FUTURES TRADING IS CONDUCTED (OR AUTHORIZED)

Markets	*Regulated Commodities*
Chicago Board of Trade 141 W. Jackson Blvd Chicago 4, Ill	Wheat, corn, oats, rye, barley, soybeans, cotton, lard, and cottonseed oil.
Chicago Mercantile Exchange 110 N Franklin St. Chicago 4, Ill	Butter, eggs, and potatoes
Chicago Open Board of Trade 328–334 Sherman St. Chicago, Ill.	Wheat, corn, oats, barley, rye, and soybeans.
Duluth Board of Trade Board of Trade Bldg. Duluth, Minn	Wheat, rye, and flaxseed.
Kansas City Board of Trade Board of Trade Bldg. Kansas City 6, Mo.	Wheat, corn, oats, grain sorghums, and millfeeds.
Los Angeles Grain Exchange 5th Floor, I W. Hellman Bldg Los Angeles 13, Calif.	Barley and grain sorghums.
Memphis Merchants Exchange Clearing Assn. 69 Union Ave Memphis 3, Tenn	Cottonseed meal and soybean meal.
Milwaukee Grain & Stock Exchange 741 N Milwaukee St. Milwaukee 2, Wis.	Wheat, corn, oats, and rye.
Minneapolis Chamber of Commerce Chamber of Commerce Bldg. Minneapolis, Minn.	Wheat, corn, oats, rye, barley. and flaxseed.
New Orleans Cotton Exchange Corner Carondelet & Gravier Sts. New Orleans 5, La.	Cotton and cottonseed oil.
New York Cotton Exchange 60 Beaver St New York 4, N. Y.	Cotton.
New York Mercantile Exchange 6 Harrison St. New York 13, N. Y.	Butter, eggs, and potatoes
New York Produce Exchange Produce Exchange Bldg New York, N Y.	Cottonseed oil, soybean oil, and tallow.
Portland Grain Exchange 224 S W Fourth Ave Portland, Oreg.	Wheat.
St Louis Merchants' Exchange Merchants' Exchange Bldg St. Louis, Mo	Wheat, corn, and millfeeds
San Francisco Grain Exchange Merchants Exchange Bldg. 465 California St San Francisco, Calif.	Barley
Seattle Grain Exchange 814 2d Ave. Bldg , Rm 207 Seattle, Wash	Wheat.
Wool Associates of the New York Cotton Exchange, Inc 60 Beaver St New York 4, N. Y.	Wool tops.

Commodity Exchange Authority. This term means the Act Administrator and the officers and employees designated by him to perform duties in connection with the administration of the Commodity Exchange Act.

Commodity exchange, clearing association. (*See* Clearing agreement; Clearing house, various functions.) The clearing association is a group of exchange members who band together and mutually guarantee each other's commitments with all their capital resources. They are usually exchange members of the strongest financial standing. The clearing association not only facilitates the clearing and settlement of contracts, but performs the most important function of guaranteeing the performance of each contract. (*See* Clearing organization.)

Commodity exchange, futures contract. A trader on Commodity Exchange, Inc., buys and sells contracts for the future delivery of commodities. He

does not buy and sell the physical commodities. However, this does not mean that the physical commodity is not involved in an exchange transaction, because the contract that the trader buys or sells is a binding obligation to make or take delivery of the commodity at maturity. The actual delivery may be foregone, as will be explained further. (*See* Commodity exchange, futures contracts, offsetting of.) The futures contract, which is the subject of trading, is drawn up in a standardized form and is stated in full in the By-Laws of the Exchange. There is a separate and distinct contract for each of the commodities, namely: Rubber, Silk, Hides, Copper, Lead, Zinc, and Tin. (In the case of Hides and Silk, there are two separate contracts for each commodity.) All transactions executed on Commodity Exchange, Inc., are subject to the terms and conditions of the contract established for the commodity traded in. For example, see any or all of the "contract" cross-reference headings mentioned at the end of Commodity Exchange, Inc. (*below*). The price of a contract refers to a particular grade of the commodity, where it is possible to designate it (*see* Commodity exchange, futures contract, rubber, crude), and is known as the *basis of contract grade.* The month of delivery is decided at the time the contract is made, but the seller can deliver at any time within that month. The seller also may deliver the basis grade or any other grade which is listed in the by-laws of the exchange (and its rules) as deliverable against the futures contract. In case the seller delivers a grade above or below the contract grade, there may be an adjustment of price below or above the price of the contract or basis grade, depending upon whether the grade delivered is superior or inferior to the basis grade. This adjustment of price is prescribed and fixed. (*See also* New York Produce Exchange; Commodity Exchange *headings;* Futures *headings.*)

Commodity exchange, futures contract, copper.

NATURE OF THE CONTRACT

The Copper Contract calls for the delivery of 25 tons or 56,000 lbs. (2% more or less of Copper). Each contract must be made up exclusively of one of the grades and only one of its deliverable shapes and brands officially listed by the Exchange.

The seller has the option to deliver any one of the deliverable grades and brands of Copper during the month specified in the contract from any one of the warehouses licensed by the Exchange located at the designated delivery points.

DETAILS OF THE CONTRACT

Trading unit. 25 tons or 56,000 pounds of Copper. Each contract unit must be made up exclusively of one of the listed brands and one of the grades and only one shape as described in Sections 912 and 914 of the By-Laws of the Exchange. (A copy of list of deliverable brands is obtainable upon request.)

Price multiples. Quotations are in multiples of 1/100 of one cent per lb. Each 1/100 of one cent per lb. is equivalent to $5.60 per contract. A fluctuation of one cent per pound is thus equivalent to $560.00 on a contract.

Trading months. Trading is conducted in contracts for delivery during the current month and the succeeding eleven calendar months.

Contract basis. The price quoted on the Exchange is in respect to Rough or Blister Copper assaying 99% or better.

Deliveries. From warehouses licensed by the Exchange in the Port

of New York, Chicago, Ill., Philadelphia, Pa., Pittsburgh, Pa., St. Louis, Mo., East St. Louis, Ill., and El Paso, Texas. Delivery must be made without any freight allowance. When delivery is made outside of the Port of New York, the documents required for such delivery shall be delivered by the seller to the buyer in New York.

Tenderable grades. The following grades of copper are deliverable at the seller's option at premiums on, or discounts from, the price of the base grade:

PREMIUM GRADES

Grade	*Premium (in hundredths of one cent per pound)*
Prime Electrolytic Copper (except Cathodes)	65
Prime Electrolytic Copper Cathodes	53
Prime Lake Copper assaying 99.9% or better	65
Casting and/or Refined Copper assaying 99.75% or better	38
Casting and/or Refined Copper assaying 99.50% or better	33
Casting and/or Refined Copper assaying 99.25% or better.	22

(*Deliverable in ingots and/or ingot bars of the usual weights and sizes*)

DISCOUNT GRADES

Rough or Blister Copper:

Assay limits		*Discount (in hundredths of one cent per pound)*
Under	But not under	
99.0%	98.0%	16.0
98.0	97.0	33.0
97.0	96.9	34.3
96.9	96.8	35.6
96.8	96.7	36.9
96.7	96.6	38.2
96.6	96.5	39.5
96.5	96.4	40.8
96.4	96.3	42.1
96.3	96.2	43.4
96.2	96.1	44.7
96.1	96.0	46.0
96.0	95.9	48.5
95.9	95.8	51.0
95.8	95.7	53.5
95.7	95.6	56.0
95.6	95.5	58.5
95.5	95.4	61.0
95.4	95.3	63.5
95.3	95.2	66.0
95.2	95.1	68.5
95.1	95.0	71.0
95.0	94.9	73.5
94.9	94.8	76.0
94.8	94.7	78.5
94.7	94.6	81.0
94.6	94.5	83.5
94.5	94.4	86.0
94.4	94.3	88.5
94.3	94.2	91.0
94.2	94.1	93.5
94.1	94.0	96.0

(*Deliverable in slabs and/or pigs weighing not more than 500 lbs. each*)

No Copper assaying less than 94% shall be good delivery.

Commodity exchange, futures contracts, hides, old standard and new standard. (Unless otherwise noted, the provisions apply to both the "Old" and the "New" Standard Hide Contracts.)

NATURE OF THE CONTRACTS

The "New" Standard Hide Contracts each calls for the delivery of 40,000 pounds (5% more or less) of Wet Salted Hides certificated by the Hide Inspection Bureau of the Exchange; the seller has the option to deliver any one of the various deliverable grades at the fixed premium or discount above or below the base grade. Trading was confined to the "New" Standard Hide Contract after all "Old" contracts had been liquidated or matured.

Delivery is effected at seller's option at any time during the month specified in the contract ex licensed warehouse in the Port of New York or in the City of Chicago.

DETAILS OF THE CONTRACTS

Trading unit. 40,000 lbs. of wet salted hides.

Price multiples. Quotations are in multiples of 1/100 of one cent per lb. Each 1/100 of 1 cent per lb. is equivalent to $4.00 per contract. A fluctuation of one cent per lb. is thus equivalent to $400.00 on a contract.

Trading months. Trading is conducted in contracts for delivery in the months of March, June, September, and December.

Contract basis. The price quoted on the Exchange is in respect to the base grade, which is Standard No. 1 Light Native Cows—July/August or September take-off.

Tenderable grades. The following grades are tenderable at the price of the base grade, or at fixed premiums or discounts above and below the price of the base grade as shown in Table I below for the respective standard grades. On hides which have been taken off during months other than the basis take-off (July/Aug./Sept.), there is an allowance to the buyer by the seller, *i.e.*, a percentage of the net weight after adjustment for tare is deducted therefrom on the basis set forth in Table II opposite.

TABLE I

Grade	*Cents per lb.*
"Frigorifico" Heavy Steers	1¼¢ Premium
"Frigorifico" Extreme Light Cows and Steers	½¢ "
"Frigorifico" Cows	½¢ "
"Frigorifico" Light Steers	½¢ "
Light Native Cows	Base grade
Extra Light Native Steers	at basis price
Heavy Native Steers	" " "
Heavy Butt Branded Steers	" " "
Heavy Texas Steers	" " "
Heavy Colorado Steers	½¢ Discount
Branded Cows	½¢ "
Heavy Cows	½¢ "
Light Texas Steers	½¢ "
Extra Light Texas Steers	½¢ "
Native Cows and Steers (all weights)	½¢ "
Branded Cows and Steers (all weights)	1 ¢ Discount
"Pacific Coast" Native and Branded Cows	1¼¢ "
"Pacific Coast" Native and Branded Steers	1¼¢ "

Hides which are inferior in the mechanics of take-off or of quality to the standards for the respective grades will be certificated by the Inspection Bureau with a fixed discount below Standard. Such value must be within 1½¢ per pound of the Standard for the respective grade.

TABLE II

Month of Take-off	*Percentage Weight Deduction* — *Domestic Hides*	*South American Hides*
January	7%	None
February	10%	None
March	10%	2%
April	7%	4%
May	4%	5%
June	2%	7%
July	None	7%
August	None	7%
September	None	5%
October	1%	5%
November	3%	3%
December	5%	None

Deliveries. From warehouses licensed by the Exchange in New York or Chicago, or other delivery points designated by the Exchange without freight allowance, at the option of the seller. All deliveries must be certificated by the Hide Inspection Bureau of the Exchange and shall consist of 40,000 lbs. (5% more or less) net adjusted weight after deduction for seasonal period of take-off.

Compensation allowance — "New Standard Contract." On deliveries against the "New" Standard Contract, the seller will make a cumulative compensation allowance to the buyer of two one-hundredths (2/100) of one cent per pound per month commencing with the thirteenth month

after the month in which the hides were removed from original salt pack up to and including the month in which delivery is completed.

FUTURES TRADING IN HIDES

The hide futures market on Commodity Exchange, Inc., is designed primarily to help packers, dealers, and tanners to protect themselves through hedging from losses due to adverse price fluctuations.

Commodity exchange, futures contract, lead.

NATURE OF THE CONTRACT

The Lead Contract calls for the delivery of 60,000 pounds (one-half of 1% more or less) of Lead in pigs of usual commercial weights and sizes; the seller has the option to deliver any one of the brands or markings officially listed by the Exchange.

Delivery to be at seller's option at any time during the month specified in the contract, ex warehouse licensed and/or designated by the Exchange.

DETAILS OF THE CONTRACT

Trading unit. 60,000 pounds of Lead constituting one contract.

Price multiples. Price changes are registered in multiples of 1/100 of one cent per pound. A fluctuation of 1/100 of a cent is equivalent to $6.00 on a contract. A fluctuation of one cent is equivalent to $600 on a contract.

Trading months. Trading is conducted in the current month and the eleven succeeding calendar months.

Contract basis. The price quoted on the Exchange is in respect to Lead deliverable on seller's option, as follows:

1. *Deliverable grades.* A delivery shall consist of one of the following grades bearing one of the brands or markings included on the official list of the Exchange (a copy of this list is obtainable upon request): Corroding Lead, Chemical Lead, and Common Lead (Desilverized and Soft or Prime Soft). All Lead is tenderable at the contract price except for certain fixed premiums or discounts dependent upon the place of delivery, as hereinafter mentioned.

2. *Points of delivery.* From warehouses licensed and/or designated by the Exchange located in the cities named below, with fixed differentials indicated.

East St. Louis, Ill. St. Louis, Mo. Chicago, Ill.	no differential—(at contract price)
Port of New York	10/100 of one cent per pound premium above contract price.

The Exchange may add to or eliminate delivery points at its discretion after notice to members, and fix the premium or discount, as the case may be, on such added delivery points.

Commodity exchange, futures contract, offsetting of. The trader, or his broker, if buyers, must expect delivery during the month specified in the contract of a stipulated amount of the commodity bought and to pay for it in full; if sellers, they must deliver and receive payment for a stipulated amount of the commodity during the month specified. There is only one way by which this contractual obligation may be cancelled, and that is by the execution of a similar or offsetting transaction of a reverse character. If, for example, a buyer for a certain commodity, for delivery in June, sells a similar quantity for delivery during June, the latter sale offsets his original purchase. Such operations are also known as "hedging" (*see* Hedging; Futures).

Commodity exchange, futures contract, rubber, crude.

NATURE OF THE CONTRACT

The original Crude Rubber Contract called for the delivery of ten tons (22,400 pounds) of No. 1 Standard Quality Ribbed Smoked Sheets Hevea Plantation Rubber (Exchange rubber type), the seller having the option of delivering Ribbed Smoked Sheets of a superior quality at the contract price. A "New Standard Rubber Contract" was subsequently adopted which permitted delivery of more than one grade in bales as well as cases at fixed price differentials below basis price.

Delivery is at the seller's option at any time during the month specified in the contract ex licensed warehouse or on dock. All deliveries must be certificated as to grade and weight by the Inspection Bureau of the Exchange. Delivery must be in cases and must be in one location (one dock or one licensed warehouse) but need not be made up of one chop or mark.

The New Rubber Contract is the only rubber contract traded in on the Exchange. (See below for details.)

Trading unit. 10 tons or 22,400 pounds of Crude Rubber constituting one contract.

Trading months. Trading to be conducted in the current month and the fourteen succeeding months (i.e. fifteen trading months instead of twelve months as in the previous contract).

Contract basis. The price quoted on the Exchange is in respect to No. 1 Standard Quality Ribbed Smoked Sheets Hevea Plantation Rubber.

Tenderable grades. The following grades of rubber to be deliverable against Exchange contract at fixed premiums above and fixed discounts below the price of the base grade (a contract unit to be made up of one grade):

No. IX—Ribbed Smoked Sheets—5 points (1/20¢) Premium
No. 1 —Ribbed Smoked Sheets—Base Grade
No. 2 —Ribbed Smoked Sheets—50 points (½¢) Discount
No. 3 —Ribbed Smoked Sheets—100 points (1¢) Discount

Delivery points. Delivery at seller's option from licensed warehouse or dock at one of the following ports, without allowance for freight; viz.: Port of New York; Boston; Norfolk; Baltimore; Philadelphia.

Deliveries. From warehouses licensed by the Exchange for the storage of rubber, or on dock located in the Port of New York. When rubber is delivered on dock, the buyer may require the seller to make delivery from a licensed warehouse, in which case charges for transfer to warehouse and "labor in" charges are for the account of the buyer.

Packing. The packing for all deliverable grades at the option of the seller to be in cases, bales, or barebacks, with no premium or discount for style of packing.

Life of certificate. The life of the certificate on original certification shall be for a period of two (2) years for all grades and all styles of packing.

The life of the certificate on recertification and successive recertifications shall be for a period of one (1) year on each recertification, for all grades and all styles of packing.

FUTURES TRADING IN CRUDE RUBBER

The crude rubber futures market on Commodity Exchange, Inc., differs from most other commodity futures markets in that only one grade of the commodity, namely, No. 1 Standard Ribbed Smoked Sheets of Hevea Plantation Rubber is deliverable against the Exchange contract. Although many grades of rubber are bought and sold in the spot markets, the fact that

Exchange deliveries are limited to one grade does not narrow the usefulness of the futures market as a hedging medium.

Commodity exchange, futures contract, silk, raw, No. 1 and No. 2. (Unless otherwise specified, the contract provisions here listed apply to both the No. 1 and the No. 2 Silk Contracts.)

NATURE OF THE CONTRACTS

The Raw Silk Contracts No. 1 and No. 2 each calls for the delivery of ten bales of Raw Silk (about 1,300 pounds) in the Standard American skein form; the seller has the option to deliver any one of the grades officially listed by the Exchange. Each contract unit of ten bales must carry the same chop (trade-mark). The No. 2 Silk Contract was discontinued and trading was confined to the No. 1 Contract.

CONTRACT No. 1 calls for delivery of 13/15 Denier Japanese Raw Silk production of Japan and/or Chosen. CONTRACT No. 2 calls for the delivery of 20/22 Denier Raw Silk production of Japan and/or Chosen, China (exclusive of Canton type Raw Silk) and Italy.

Delivery is effected at the seller's option at any time during the month specified in the contract ex licensed warehouse in the Port of New York. All deliveries must be certificated as to grade and weight by a Testing Laboratory licensed by the Exchange in the United States. However, in the case of Japanese Raw Silk, delivery may be made on the basis of the original test of the Japanese Government Silk Conditioning House, in which case a Grade Certificate may be obtained from the Secretary of the Exchange or his authorized agent. The receiver is not required to accept any tender varying in weight more than 4% under or 6% over 1,300 pounds.

DETAILS OF THE CONTRACTS

Trading unit. 10 bales or 1,300 pounds of Raw Silk constituting one contract.

Price multiples. Price changes are registered in multiples of ½ of one cent per pound. A fluctuation of ½ cent per pound is equivalent to $6.50 on a contract. A fluctuation of 10 cents per pound is equivalent to $130.00 on a contract.

Trading months. Trading was inaugurated on July 26, 1938 for delivery of Raw Silk in March, 1939. At the expiration of each current month after August, 1938 another trading month shall be added until in March, 1939, and thereafter there shall be trading for delivery of Raw Silk in the current month and the seven succeeding calendar months.

Contract basis. On Contract No. 1 the price quoted on the Exchange is in respect to Grade D—13/15 Denier, color white.

On Contract No. 2 the price quoted on the Exchange is in respect to Grade BW Japan—20/22 Denier, color white.

Tenderable grades.

CONTRACT No. 1

The following seven grades of Japanese Raw Silk are deliverable against Commodity Exchange, Inc. No. 1 Silk Contract at fixed premiums above or discounts below the price of Grade D:

13/15 Denier—Color, White

Grade AAA	—at	12¢	over	Contract	price
Grade AA	—"	9¢	"	"	"
Grade A	—"	6¢	"	"	"
Grade B	—"	4¢	"	"	"
Grade C	—"	2¢	"	"	"
Grade D	—at Contract price				
Grade E	—at 3¢ under Contract price				

CONTRACT No. 2

The following twelve grades of Raw Silk are tenderable against Commodity Exchange No. 2 Silk Contract at fixed premiums above or discounts below the price of grade BW Japan.

20/22 Denier—Color, White and Yellow

Color, White

AW—Japan	—at	2¢	over	contract	price
BW—Japan	—"	Contract	price		
CW—Japan	—"	3¢	under	contract	price
A—China	—"	6¢	"	"	"
B—China	—"	8¢	"	"	"
C—China	—"	11¢	"	"	"

Color, Yellow

AY—Japan	—at	8¢	under	contract	price
BY—Japan	—"	10¢	"	"	"
CY—Japan	—"	13¢	"	"	"
A—Italian	—"	16¢	"	"	"
B—Italian	—"	18¢	"	"	"
C—Italian	—"	21¢	"	"	"

Quality requirements. Raw Silk deliverable against Commodity Exchange, Inc. No. 1 and No. 2 Silk Contract must be certificated as to grade by a Testing Laboratory licensed by the Exchange in the United States. However, in the case of Japanese Raw Silk, delivery may be made on the basis of the original test of the Japanese Government Silk Conditioning House, in which case a Grade Certificate may be obtained from the Secretary of the Exchange or his authorized agent. The grade is determined by certain tests prescribed in the By-Laws and Rules of the Exchange.

FUTURES TRADING IN SILK

The market has been successfully used by many in the silk industry as a hedging medium for protection against adverse price fluctuations.

Commodity exchange, futures contract, tin, standard.

NATURE OF THE CONTRACT

The "New" Standard Tin Contract calls for the delivery of 5 tons or 11,200 lbs. (1% more or less) of Tin. Each contract must be made up exclusively of one of the grades and only one of its deliverable brands and/or descriptions officially listed by the Exchange.

The seller has the option to deliver any one of the deliverable grades or brands of Standard Tin during the month specified in the contract from any one of the warehouses licensed by the Exchange located at the designated delivery points.

DETAILS OF THE CONTRACT

Trading unit. 5 tons or 11,200 lbs. of Tin. Each contract unit must be made up exclusively of one of the listed brands and/or descriptions as described in Section 942 of the By-Laws of the Exchange. (A copy of list of deliverable brands is obtainable upon request.)

Price multiples. Quotations are in multiples of 2½/100 of one cent per lb. Each 2½/100 of one cent per lb. is equivalent to $2.80 per contract. A fluctuation of one cent per lb. is thus equivalent to $112.00 on a contract.

Trading months. Trading is conducted in contracts for delivery during the current month and the succeeding eleven calendar months.

Contract basis. The price quoted on the Exchange is in respect to Standard Tin deliverable on the seller's option.

Deliverable grades. Tin delivered against the Exchange contract shall bear one of the brands and/or descriptions included on the official list of the Exchange. (A copy of this list is obtainable upon request.) This official list is made up of brands of producers in England, Australia, Holland, Belgium, and Straits Settlements, all deliverable at contract price.

Points of delivery. On dock or from warehouses licensed and/or designated by the Exchange located in the Port of New York.

HEDGING IN METALS

The metals futures markets present to the miner, the smelter, the fabricator, and the merchant, as well as to the dealer, opportunities of vital inter-

est, especially for the purpose of hedging.

Commodity exchange, futures contract, tin, "Straits."

NATURE OF THE CONTRACT

The "Straits" Tin Contract calls for the delivery of 5 tons or 11,200 lbs. (1% more or less). Each contract must be made up exclusively of one of the grades and only one of its deliverable brands and/or descriptions officially listed by the Exchange.

The seller has the option to deliver any one of the deliverable grades or brands of "Straits" Tin, the product of the Straits Trading Company or Eastern Smelting Company during the month specified in the contract from any one of the warehouses licensed by the Exchange or on dock in the Port of New York.

DETAILS OF THE CONTRACT

Trading unit. 5 tons or 11,200 lbs. of Tin. Each contract unit must be made up exclusively of one of the listed brands and/or descriptions as described in Section 943 of the By-Laws of the Exchange. (A copy of list of deliverable brands is obtainable upon request.)

Price multiples. Quotations are in multiples of 2½/100 of one cent per lb. Each 2½/100 of one cent per lb. is equivalent to $2.80 per contract. A fluctuation of one cent per lb. is thus equivalent to $112.00 on a contract.

Trading months. Trading is conducted in contracts for delivery during the current month and the succeeding eleven calendar months.

Contract basis. The price quoted on the Exchange is in respect to either one of the brands or descriptions of "Straits" Tin deliverable on the seller's option.

Deliverable grades. "Straits" Tin, which is the product of Straits Trading Company and/or Eastern Smelting Company and bearing one of the brands and/or descriptions on file in the office of the Secretary of Commodity Exchange, Inc., may be delivered against Exchange contracts.

Points of delivery. On dock or from warehouses licensed and/or designated by the Exchange located in the Port of New York.

FUTURES TRADING IN METALS

A futures market is of service to producers, dealers, and consumers of copper, lead, zinc, and tin, which are the metals traded in on Commodity Exchange, Inc.

Commodity exchange, futures contract, zinc.

NATURE OF THE CONTRACT

The Zinc Contract calls for the delivery of 60,000 pounds (one-half of 1% more or less) of Zinc in slabs of usual commercial weights and sizes; the seller has the option to deliver any one of the brands or markings officially listed by the Exchange.

Delivery to be at the seller's option at any time during the month specified in the contract, ex warehouse licensed and/or designated by the Exchange.

DETAILS OF THE CONTRACT

Trading unit. 60,000 pounds of Zinc constituting one contract.

Price multiples. Price changes are registered in multiples of 1/100 of one cent per pound. A fluctuation of 1/100 of a cent is equivalent to $6.00 on a contract. A fluctuation of one cent is equivalent to $600 on a contract.

Trading months. Trading is conducted in the current month and the eleven succeeding calendar months.

Contract basis. The price quoted on the Exchange is in respect to Zinc

deliverable on the seller's option, as follows:

1. *Deliverable grades.* Zinc delivered against the Exchange contract shall bear one of the brands or markings included on the official list of the Exchange. (A copy of this list is obtainable upon request.) The quality shall be equal to that specified in the American Society for Testing Materials (B-6-33), for any grade therein defined, and it shall be produced by distillation or electrolysis. All Zinc is tenderable at the contract price except for certain fixed premiums or discounts dependent upon the place of delivery.

2. *Points of delivery.* From warehouses licensed and/or designated by the Exchange located in the cities named below, with fixed differentials indicated.

East St. Louis, Ill. St. Louis, Mo.	no differential—(at contract price)
Chicago, Ill.	6/100 of one cent per pound premium above contract price.
Pittsburgh, Pa. Port of New York	25/100 of one cent per pound premium above contract price.

The Exchange may add to or eliminate delivery points at its discretion, after notice to members, and fix the premium or discount, as the case may be, on such added delivery points. (*See other* Commodity *headings.*)

Commodity exchange, hedging (by) consumer or manufacturer. The fundamental problem confronting the manufacturer or consumer of commodities is how to purchase the raw material at a price that will permit the manufacture and sale of the finished goods at a reasonable profit. The manufacturer, who must be able to calculate his costs (*see* Hedging), can protect himself against the speculative risk involved in ownership or purchase of raw materials by hedging. (*See* Futures; Commodity *headings.*)

Commodity exchange, hedging (by) dealer, merchant, or importer. Importers, who buy commodities abroad and ship them to their home, that is, to a different market, as well as dealers and merchants in commodities—who, unlike the importer, usually buy and sell commodities in the same, that is, the domestic, market—may obtain price protection through hedging. (*See* Futures; Commodity *headings.*)

Commodity exchange, hedging (by) importer. *See* Commodity exchange, hedging (by) dealer, merchant, or importer.

Commodity exchange, hedging (by) manufacturer. *See* Commodity exchange, hedging (by) consumer or manufacturer.

Commodity exchange, hedging (by) merchant. *See* Commodity exchange, hedging (by) dealer, merchant, or importer.

Commodity exchange, hedging (by) producer. The producer of a commodity has to face the problem of marketing his product at a price that will give him a fair return over and above his cost of production. If prices decline rapidly, the futures market permits him to sell his product before it is grown (*see* Futures; Hedging) or produced. He may sell as far as eleven months in the future, and then produce what he has already sold.

On Commodity Exchange, Inc., trading in raw silk futures is for delivery during the current month or one of the succeeding seven calendar months; in the case of hides, the current month or one of the succeeding 12 calendar months; for all other commodities, the current month or one of the 11 succeeding calendar months. (*See* Commodity *headings.*)

Commodity exchange, hedging, types of. There are various types and methods of execution of hedging transactions,

for which no set of rules can be given, as this would be both impractical and inapplicable to all cases. Brokers are the best equipped to handle such transactions, as well as purchases and sales, especially for those who actually never take delivery or deliver the goods they trade (*see* Futures). The entire subject of hedging is complicated by the many varieties of operations that may be involved, depending, as they do, upon the requirements of each individual industry and its various branches.

Commodity Exchange, Inc. (*See* Exchange.) In the United States, there are several exchanges which are not licensed as contract markets and on which futures trading in unregulated commodities is conducted. The Commodity Exchange conducts future tradings in commodities of an entirely different nature, yet handled under one common authority. Memberships are owned by individuals who represent a cross section of the field of the commodities traded—crude rubber, raw silk, hides, copper, lead, zinc, and tin—and by most of the well-known brokerage and commission-house firms with branch offices and correspondents not only in practically every important city of the United States, but also abroad. Among the trade members are leading producers, merchants, and manufacturers, spread over the United States and the foreign countries of the world. The membership is divided into six groups, known as the Rubber, Silk, Hide, Metal, Commission House, and the Non-Trade group.

In addition to the function of providing facilities for the conduct of futures trading under established rules and regulations, the Exchange also disseminates useful information concerning the commodities for which it maintains a futures market; it also publishes a daily market report, a weekly survey, and monthly statistical supplements and charts.

The dealing in futures contracts also enables non-consumers or manufacturers to buy and sell for future delivery, thus enabling speculators as well as bona fide investors in commodities to use the facilities of the exchanges. (*See* Futures; Futures contract.) The Commodity Exchange Act does not apply to trading on the Commodity Exchange, Inc., New York. The accompanying headings, all grouped under "Commodity Exchange" rather than under their various alphabetical letters, have intentionally been presented together to enable the reader to get a compact picture, within the frame and scope of a dictionary only, of course, of the technique and the futures contracts handled by the Commodity Exchange, Inc., whose material has been used. (*See all* Commodity *and* Commodity Exchange *headings;* Hedging; Futures.) Descriptions of the nature of *futures contracts* of *copper, hides, lead, rubber, silk, tin,* and *zinc* will be found under those subheadings of "Commodity exchange: futures contract." (*See also* New York Produce Exchange.)

There are several commodity exchanges in the United States which are not licensed as contract markets and on which futures trading in unregulated commodities is conducted:

Exchanges	*Commodities*
Commodity Exchange, Inc. 81 Broad St New York, N. Y.	Crude rubber, raw silk, tin, zinc, copper, lead, and hides
New York Cocoa Exchange 92 Beaver St New York, N Y.	Cocoa beans.
New York Coffee & Sugar Exchange 113 Pearl St New York, N. Y.	Coffee and sugar.

In foreign countries, commodity exchanges on which futures trading is conducted are established in various countries and for various commodities, as, for example:

Exchanges	*Commodities*
East India Cotton Association, Bombay, India	Cotton
Bolsa de Mercadorias, São Paulo, Brazil	Cotton.
Bourse des Marchandises, Alexandria, Egypt	Cotton.
Winnipeg Grain Exchange, Winnipeg, Manitoba	Wheat, corn, oats, barley, rye, and flaxseed.

(*See also* New York Produce Exchange; New York Coffee and Sugar Exchange, Inc.; Cocoa; Cotton exchange; *other* Commodity *headings.*)

The Commodity Exchange Act does not apply to the commodities traded on the Commodity Exchange, Inc., New York. On the other hand, it applies to all trading on the New York Produce Exchange in all futures except pepper.

Commodity exchange, trading mechanics. At the Commodities Exchange, Inc., trading is done by open outcry. Brokers gather around a ring and openly proclaim bid and offered prices, together with the month of delivery for the products which they are bidding or which they are offering for sale. There are four such rings (Raw Silk, Hides, Rubber, and Metals), each devoted to the trading in futures of these commodities, the Metals including copper, lead, zinc, and tin. Located around the ring on the floor of the Exchange are a number of telephone booths. These are leased to members, and house their telephone connections with their offices as well as private wires. These telephone connections may be quite numerous. When an order to buy or sell futures is received in the office of a commission-house firm which is a member of the Exchange, it is telephoned from the office to the telephone booth of the commission house on the floor of the Exchange. The broker who transacts the business for that firm takes the order over the telephone, notes it on a slip of paper, and hurries over to the ring where trading in the commodity takes place. As soon as he has executed the transaction, he reports this fact to his firm, first noting on his card the commodity involved, the number of lots, the month of delivery, the price, and the name of the broker to whom he has sold or from whom he has bought. The other party does likewise. At the end of the day, brokers compare their cards and exchange signed slips which contain the same information regarding the details of the transactions. These are signed by their firm, which assumes the "clearing" of each transaction. (*See* Clearing house; *various commodity headings, such as* Cocoa, Cotton, *and so on.*)

Commodity Exchanges, National Association (of). *See* National Association of Commodity Exchanges and Allied Trades, Inc.

Commodity ring. *See* Ring; Corner.

Common carrier. *See* Carrier, common.

Common law. *See* Law, common.

Compagnie. French for *company.* Abbreviated *Cie.*

Company. An association of persons for the purpose of carrying on an enterprise or business. The word (abbreviated *Co.*) also denotes the members of a firm whose names do not appear in the name: *John Smith & Co.* (*See* Corporation.)

Company, auction. *See* Auction company.

Company, steamship. The company which owns and operates the steamship.

Compensation agreement. (*See* Exchange-clearing agreement.) The chief difference between an exchange-clearing agreement and a compensation agreement is that the former applies to all trade between the two countries concerned, while the latter provides for the exchange of given quantities (or values) of specified commodities. (*See* Clearing agreement.)

Composite sampling. *See* Sampling, composite.

Composition certificate. *See* Certificate (of) analysis.

Compound duty. *See* Duty, compound.

Compound tariff. *See* Tariff, mixed.

Comprador. "The buyer." A type of broker, largely employed in the Far East (generally Chinese, even preferred to the native Malays or Babas (Eurasians) in the Straits Settlements and other Malay countries). Their employment is almost universal in all foreign offices (banks and business houses as well as consulates), especially in China, the Straits Settlements, and all through the British and Netherlands Far Eastern trade spheres. These brokers are especially useful to importers and exporters—in fact, to any European or American house which requires the collection of materials or products for export or sale, and the distribution of imported goods through their territory. (*See* Collector (of) raw materials.) The fact that the comprador generally knows the territory extremely well, speaks the languages (in Singapore, often English, two dialects of Chinese, Malay, Tamil, and often Japanese also), and knows best how to handle and trade with the native merchants and shippers, makes his employment practically mandatory. He acts as a collector (*see* Collector, raw materials) for his employers, salesman, Customs and shipping clerk, broker, and general factotum.

Comprehensive policy. *See* Policy, comprehensive.

Comptroller (of) Customs. The comptroller examines the collector's receipts and disbursements and the receipts and disposition of merchandise, and certifies the same to the Secretary of the Treasury for transmission to the General Accounting office.

Concealment (of) fact. A false representation of a fact material to a contract, sufficient to relieve the offended party from his obligation thereunder. All trade is based on good faith between buyer and seller, and concealment of fact or willful misrepresentation can almost always invalidate a contract. In the case of a marine insurance policy, the presupposed true facts regarding the shipment not having been made known may invalidate the contract or policy. (*See* Insurance policy.)

Conciliation. *See* Arbitration.

Concurrent insurance. *See* Insurance, concurrent.

Condition guaranteed (on) arrival. A guarantee given by a shipper as to the condition in which the goods will be found by the consignee on arrival at their destination, thereby eliminating risk of quality, and so forth. (*See* Quality risk; Quality landed.)

Condition (on) landing. *See* Quality landed; Condition guaranteed (on) arrival.

Condition (when) shipped. *See* Quality, shipped.

Conditional acceptance. *See* Draft acceptance, conditional.

Conditional free withdrawal (of) goods. *See* Customs entry, *heading:* "Warehouse withdrawal, conditionally free."

Conditions (of) sale. The conditions of sale are the terms and stipulations agreed upon between buyer and seller with regard to the quality, quantity, price, time of delivery, and so forth, of the merchandise or product which is the object of the sale. (*See* Definitions, foreign trade, American.) The manufacturer should establish his general conditions of sale, which, when accepted by the buyer, whether in the United States or abroad, constitute a contract, defining the terms affecting the buyer and seller, so that there can be no misunderstanding or dispute. Terms of sale include all questions relating to documents, packing, insurance, terms of payment, arbitra-

tion, and so forth. To illustrate the general agreements that frequently obtain between American sellers and foreign buyers, the Department of Commerce gives an example in the three sets of "General Conditions of Sale" reproduced here: (1) for c. i. f. (cost, insurance, and freight) and c. & f. (cost and freight); (2) for sale f. a. s. (free alongside) vessel; (3) for sale f. o. b. (free on board) mill.

GENERAL CONDITIONS OF SALE, C. I. F. AND C. & F. SALES

The seller referred to in these Conditions of Sale is the ———— Co.

DELIVERY

1–a. Tender to the purchaser or his authorized agent of shipping documents, consisting of proper bills of lading, and, in the case of c. i. f. sales, a negotiable insurance certificate, shall constitute full and final delivery on the part of the seller, and shall entitle it to immediate payment in full for the goods covered by said shipping documents, without prejudice to the subsequent adjustment of just claims on the part of the purchaser.

1–b. The seller shall not be responsible for the arrival of the goods at destination nor for loss or damage in transit from the manufacturer's works, and in case of such loss or damage shall be under no obligation to replace goods so lost or damaged. The purchaser accepts and agrees to all usual and customary clauses in the bills of lading as well as such additional clauses and stipulations as may be lawfully imposed by the carriers as a condition of their accepting the goods for transportation.

1–c. Unless otherwise agreed in writing, the purchaser undertakes to receive the goods at destination ex ship's tackles as fast as the vessel can discharge, failing which, any demurrage or other charges shall be for the purchaser's account. It is further agreed that the seller is entitled to select the route, port of shipment, and vessel, with privilege of stopping in transit at a port or ports. Unless otherwise agreed in writing any charges at destinations, including lighterage, wharfage, or landing charges, dues, duties, etc., are not included in the seller's prices.

INSURANCE

2. Unless otherwise agreed in writing in connection with the particular c. i. f. transaction, the insurance to be covered by the seller is understood to be marine insurance only, free of particular average, American conditions, for a sum equal to the amount of the invoice plus 10 percent. Other forms of insurance, if obtainable, must be agreed upon in writing prior to the making of the contract, the additional cost to be for account of the purchaser, but no form of insurance will protect against rust or other damage unless caused by a peril of the sea.

CONSULAR INVOICES

3–a. All consular fees for legalizing invoices, stamping bills of lading or other documents required by the laws of the countries of destination, are payable by the purchaser and are not included in the seller's prices. Unless otherwise arranged, the seller is authorized to pay all such charges for the purchaser's account and to add the cost of same to the amount of the invoice.

3–b. Unless otherwise arranged, the seller will take out consular documents as agent for the purchaser, who must state how the goods are to be declared, and, if the purchaser does not furnish the necessary instructions, the seller will make declaration according to its best judgment, but will not in any case be responsible for any fines or other charges due to errors or incorrect declarations.

EXCUSABLE DELAYS

4. The seller shall not be liable for any delay in manufacture or delivery due to fires, strikes, disputes with workmen, war, civil commotion, epidemics, floods, accidents, delays in transportation, shortage of cars, shortage of fuel or other material, shortage of labor,

acts, demands or requirements of the Government of the United States or of any other State or government, or to any other causes beyond the reasonable control of the seller, or of the manufacturer, notwithstanding such causes of delay are operative at the time of making the contract, and the existence of such causes of delay shall justify the suspension of manufacture and shall extend the time of performance on the part of the seller to such extent as may be necessary to enable it to make delivery in the exercise of reasonable diligence after the causes of delay have been removed. If the performance of the contract by the seller be delayed by reason of any of the causes above mentioned, the purchaser may, subject to previously obtaining the consent of the seller, cancel the purchase of such portion of the goods, for which details and shipping instructions have been duly furnished in accordance with the contract, as may have been subjected to such delay, provided such portion of the goods has not been manufactured nor is in process of manufacture at the time the purchaser's request for such cancelation arrives at the manufacturer's works. The provisions of this paragraph shall not be limited nor waived by any other terms of the contract, whether printed or written.

PARTIAL SHIPMENTS

5. The seller may ship any portion of the goods as soon as completed at the manufacturer's works, and payment for any portion of the goods as shipped shall become due in accordance with the terms of payment. Insistence by the purchaser on suspension of manufacture or of any shipment, if not acquiesced in by the seller, may be treated by the seller as a wrongful termination of the contract on the part of the purchaser, and the purchaser shall thereupon be liable for all damages arising out of such termination.

DETAILS AND SHIPPING INSTRUCTIONS (SPECIFICATIONS)

6. If the purchaser fails to furnish details and shipping instructions to enable the seller to perform this contract in accordance with its terms, the seller shall be entitled, at its option, and in addition to all other rights, to cancel such portion of the contract as may remain unexecuted, or to make shipment in accordance with the details and shipping instructions which the purchaser may have furnished for previous shipments on account of the same or a previous contract. The purchaser shall not, however, be entitled to change or modify, except with the consent of the seller, any specification, details, or instructions comprised in the contract itself.

INSPECTION

7. Inspection of the goods, if agreed to, must be made at the manufacturer's works, and such inspection and acceptance shall be final. Reasonable facilities will be afforded to inspectors, representing the purchaser, to make such inspection and to apply, previous to shipment from the manufacturer's works, tests in accordance with the specifications to which the seller has previously agreed.

CLAIMS

8. The seller shall not be liable for any claims unless they are made promptly after receipt of the goods and due opportunity has been given for investigation by the seller's own representatives. The seller shall not be liable for any claims for labor nor for consequential damages. Goods must not be returned except by permission of the seller.

DAMAGE IN TRANSIT

9. The seller agrees that the goods shall leave the manufacturer's works in good condition, and the purchaser assumes all risks of rust and other damage and loss during transportation.

GENERAL

10a. The goods are to be exported to the destination stated by the purchaser at the time the inquiry is made, and the purchaser guarantees that the goods will be shipped to that destination, and

agrees to furnish, if required by the seller, a landing certificate duly signed by the customs authorities at the port of destination, certifying that the goods have been landed and entered at that port.

10b. The seller reserves the right, even after partial payment on account of any contract with the purchaser, to require from the purchaser satisfactory security for the due performance of any and all of his obligations, and refusal to furnish such satisfactory security or the failure of the purchaser to perform any of his obligations under this or any other existing contract will entitle the seller, upon notice to the purchaser, to suspend shipments or to cancel the contract, or so much of it as may remain unexecuted, without prejudice to any claim for damages the seller may be entitled to make.

10c. All drawbacks of duties paid on materials entering into the manufacture of the goods shall accrue to the seller, and the purchaser agrees to furnish the seller with all documents necessary to obtain payment of such drawbacks and to cooperate with the seller in obtaining such payment.

TERMS OF PAYMENT

11. Unless otherwise agreed in writing, the terms of payment are net cash in exchange for the documents hereinabove mentioned, to be tendered to bankers approved by the seller, with whom credit in favor of the seller, for the full amount of the contract or sale, is to be established concurrently with the making of the contract, this credit to be confirmed to the seller by the bankers and to remain in full force and effect until the order or contract shall have been completely performed. Delay by the purchaser in establishing such credit, or in establishing such other credit as may be agreed upon in writing, shall extend the time for the performance of the contract by the seller to such extent as may be necessary to enable it to make delivery in the exercise of reasonable diligence after such credit has been established, or, at the seller's option, may be treated by the seller as a wrongful termination of the contract on the part of the purchaser and the purchaser shall thereupon be liable for all damages arising out of such termination.

12. Every quotation is based on the understanding that, if accepted and the seller so elect, a formal contract, satisfactory to the seller, will be signed by the purchaser.

GENERAL CONDITIONS OF SALE F. A. S. VESSEL

DELIVERY

The seller referred to in these Conditions of Sale is the ———— Co.

1a. It is understood and agreed that f. a. s. vessel means delivery by the carrier alongside the vessel or at the wharf, pier, or other customary place of receiving goods destined for shipment by the vessel. The seller may, at its option, tender to the purchaser or his agent the usual ship's receipt or a prepaid inland bill of lading from the works to the port of shipment, providing for free delivery by the carrier within the usual lighterage or railroad delivery limits of the port. Tender of such ship's receipt or inland bill of lading shall constitute full and final delivery. In every case, the purchaser agrees to furnish the seller, promptly after the sailing of the vessel, a custom-house bill of lading properly signed, checked, and endorsed, as evidence of exportation.

1b. In case the seller elects to tender to the purchaser the usual ship's receipt, the purchaser agrees to furnish the seller, on demand, the name of the vessel by which shipment is desired, and such other shipping instructions as may be necessary; and the seller undertakes to place the goods alongside the vessel, if sufficient time be allowed for delivery by the carrier and the vessel in question will receive the goods, but the seller shall not be liable for expenses arising from failure of the carrier to make delivery within the specified time.

1c. In case the purchaser does not furnish the seller, on demand, the name of the vessel and such other shipping

instructions as may be necessary, or, in case the purchaser designates a vessel of which the date of sailing is such that the goods become subject to charges, (1) any demurrage or other charges made by the carrier for detention of cars, unloading, storage, etc., and any damage to the goods consequent upon such detention or unloading will be for the purchaser's account and risk, and (2) the seller may, at its option, tender to the purchaser or his agent an order on the carrier to deliver the goods to the purchaser at the place of delivery designated by the carrier, and the tender of such delivery order shall constitute full and final delivery.

1d. Delivery as hereinabove provided, namely, by tender to the purchaser or his agent of such ship's receipt, inland bill of lading or delivery order shall entitle the seller to immediate payment in full for the goods covered by such documents, without prejudice to the subsequent adjustment of just claims on the part of the purchaser.

1e. The seller shall not be responsible for the arrival of the goods f. a. s. vessel nor for loss or damage in transit from the manufacturer's works, and in case of such loss or damage shall be under no obligation to replace goods so lost or damaged.

[NOTE.—The remainder of this statement of "General Conditions of Sale F. A. S. Vessel" is precisely the same as in the "General Conditions of Sale, C. I. F. and C. & F. Sales" (above), beginning with the heading "Excusable delays." This remaining portion, therefore, is not reproduced here.]

GENERAL CONDITIONS OF SALE F. O. B. MILL

DELIVERY

The seller referred to in these Conditions of Sale is the ———— Co.

1. It is understood and agreed that f. o. b. mill means delivery free on board cars at the manufacturer's works, and any allowance or prepayment by the seller of freight charges, whether included in the sales price or paid for the purchaser's account, shall not extend the obligations of the seller with respect to delivery, nor shall the seller be under any obligation to replace goods lost or damaged in transit. Unless otherwise agreed in writing, any prepayment of freight charges by the seller shall be for account of the purchaser, and shall be added to the amount of the invoice and repaid by the purchaser on presentation thereof.

ROUTING

2. If the sales price be inclusive of freight from the manufacturer's works to an agreed destination, the seller shall be entitled to select the carrier and routing. If the freight charges are not included in the sales price, the purchaser shall be entitled to select any routing officially authorized and published by the transportation companies, provided he advises the seller of such routing at the time of placing the order. The seller, however, reserves the right to change to any available route if inability to secure cars promptly, or other reasons, would involve delay in forwarding goods over the route selected by the purchaser.

FREIGHT RATES

3. If the sales price be inclusive of freight to an agreed destination, it is understood and agreed that such price is based upon the lowest official freight rate in effect at the date of the sale, and any difference between such rate and the rate actually paid when the goods are forwarded from the manufacturer's works, whether such difference results from change in rate or change in route, shall be for the purchaser's account, that is to say, any increase shall be added to the price and any decrease shall be deducted therefrom.

INSURANCE

4. It is understood and agreed that in no case does the sales price, even although inclusive of freight, cover the cost of any insurance, but if the route selected as above provided involves movement of the goods by water, or by rail and water, for which the freight rate does not include insurance, the pur-

chaser will repay to the seller the cost of such marine insurance as the seller may effect.

[NOTE.—The remainder of this statement of "General Conditions of Sale F. O. B. Mill" is precisely the same as in the "General Conditions of Sale, C. I. F. and C. & F. Sales" (above), beginning with the heading "Excusable delays." This remaining portion, therefore, is not reproduced here.]

Conference rates (and nonconference rates). (*See* Shipping conference.) Overseas transportation of goods is performed by two classes of carriers—liners and tramps. (*See* Vessels, classification.) Liners engage in transportation of miscellaneous package and piece goods, and carry in part some bulk commodities. Their regularity of service is important, for they operate on a definite schedule between fixed points, are of greater size and speed than tramps, and are usually equipped for particular trades, with refrigerated space and other facilities for trade over their particular routes. While tramp owners co-operate to some degree in a number of trades in the employment of their vessels, liner owners have adopted a rather comprehensive system of co-operation in the employment of their vessels and have largely stabilized their rates by forming *conferences.*

A "conference" is an association of lines in a particular trade organized for the purpose of limiting the competition of member lines with each other and of meeting the competition of nonmember lines and tramps. A shipping company may have lines in several trades and be a member of several conferences, but its engagements are independent of each other. These conference agreements restrict competition as to rates and sailings and sometimes provide for the pooling of earnings; usually, rates agreed on in conferences are uniform for all member lines, though exceptions are made in some trades, and lines with comparatively slow and indirect service are allowed to charge lower rates.

Some of the factors affecting rates on a given route are: the competition of tramp and nonconference lines with conference lines, particularly in bulk commodities; volume of cargo available; distance to be traversed; supply and demand for ship tonnage; value of service; and port conditions. Particular rates are influenced mainly by what the traffic will bear. Rates are calculated on various bases, often optional as to weight or measurement. (*See* Maritime Commission.)

Conference, shipping. *See* Shipping conference.

Confirmation (of) contract. *See* Contract confirmation.

Confirmation (of) order. *See* Order confirmation.

Confirmation (of) sales. *See* Definitions, foreign trade, American; Conditions (of) sale.

Confirmatory note, freight. *See* Freight contract.

Confirmed credit. *See* Letter of credit, confirmed; Letter of credit, classification.

Confirmed letter of credit. *See* Letter of credit, confirmed.

Confirming bank. *See* Letter of credit, *heading:* "Liability."

Congressional Library. *See* Library (of) Congress.

Consign, to. In foreign trade, this means to send something to an agent or importer, to be received and sold for the account of the sender (or bought by the recipient for his own account) payable either on receipt of the consignment or pro rata with its consumption (of the consignment) until it is paid for. (*See* Consignment.)

Consignee. The person receiving the consignment. (*See* Consignor.)

Consignee declaration (Customs). (*See*

also Customs entry.) According to United States Customs Regulations, the consignee in whose name the entry is made is required to make and file, on a prescribed form applicable to the circumstances of the particular case, a declaration under oath stating:

Whether the merchandise is imported in pursuance of a purchase or an agreement to purchase, or whether it is imported otherwise than in pursuance of a purchase or agreement to purchase;

That the prices set forth in the invoice are true, in the case of merchandise purchased or agreed to be purchased; or, in the case of merchandise secured otherwise than by purchase or agreement to purchase, that the statements in such invoice as to value or price are true to the best of his knowledge and belief;

That all other statements in the invoice or other documents filed with the entry, or in the entry itself, are true and correct; and

That he will produce at once for the collector any invoice, paper, letter, document, or information received showing that any such prices or statements are not true or correct.

If the entry is made by an agent in the name of his principal, and the agent is not in possession of the declaration of the consignee, he is required to give a bond for its production.

Consignment. (*See* Consign, to.) That which is sent or consigned to be cared for and sold by the recipient for account of the shipper. (*See* Consignment *headings.*)

Consignment (terms of payment). The shipment made "on consignment" enables the consignee, or recipient of the merchandise, to pay for it only as and when sold or taken over for his own account, thereby leaving the risk and burden of the consignment in the hands of the shipper or owner of the merchandise. The consignee, whether agent or independent importer, may have to pay the duties and even sometimes the freight, if it is not prepaid by the shipper, in order to get the merchandise into his possession. But as he is covered for this outlay by the collateral represented by the shipment itself, his risk is not so great as if he had paid for (and thereby become owner of) the shipment; his loss is comparatively small if the consigned goods prove unsalable or useless in his market. The consignee, if only for his own profit, will try his best to sell the goods thus entrusted to his care for the purpose of making a profit if possible, and, if he succeeds, will remit the net proceeds, or account for them, to the shipper.

Consignment shipments of perishable goods are very frequent. Consignments of other goods are generally made in anticipation of certain favorable price trends and usually on the advice of the foreign shipper's broker. Consignments initiated by the shipper often indicate that the shipper feels that the cost of storage will not be compensated by any extra profit, or they may indicate that the shipper wishes to dispose of his merchandise without delay in order to turn over his stock and get his money back into circulation. Consignment shipments are handled principally by brokers because they are ordinarily in a better position to effect a quick sale in a wide market. The survival of a broker depends upon the completeness and alertness with which he searches all possible outlets and customers and upon the honesty and efficiency with which he serves his clientele.

Selling through brokers by consignment is considered a fairly effective means of disposing of merchandise when immediate buyers are not available. (*See* Consign, to.)

(*See* Import broker; Raw materials; Imports; Staples.)

Consignment note. Air consignment

notes are issued by airlines (*see* Air waybill; *see specimens, pages 695–697*).

Consignment, reciprocal. Also known as *conta meta*. If two exporters in two countries consign goods to each other and thereby become the importers of each other's products or merchandise, on a commission or firm (merchant's) basis, but for goods on consignment only, this is called *reciprocal consignment*.

Consignment, shipment (on). *See* Consignment *headings*.

Consignor. The person or firm that ships and consigns merchandise to another, who in turn becomes the consignee (or receiver of the goods).

Consolidated. Combined.

Consolidated carload. *See* Carload, consolidated.

Consolidated certificate (of) enrollment and license. *See* Enrollment (of) vessels.

Consolidated shipment. *See* Shipment, consolidated.

Constructive total loss. (*See* Insurance, constructive total loss.) Not an absolute or actual total loss, but the property has been so damaged that the part or remnant remaining is impossible of repair at a cost less than the value of the repaired property or, if not badly injured, is in a position of such difficulty from the viewpoint of salvage that the cost of recovering it would equal or exceed its value when recovered.

Consul. Consular officers perform a wide variety of services and duties under instructions from their governments and the supervision of the Embassy or Legation of their government in the country to which they are assigned. They endeavor to maintain and promote friendly relations with the people of the country in which they are stationed and the local officials of the district in which the consular office is situated and to protect and further the interests of the nationals of the government which they represent.

Senior consular officers at important posts usually have the rank of Consul General or Consul. Officers in charge of small posts and junior officers at large posts may have the title of Vice Consul. Certain governments, instead of assigning one of their own officials to a post, may request a resident of the country who has the nationality of that country to act as Honorary Consul or Consular Agent. (The United States Government does not make any appointments as Honorary Consul.) The Consul is a Foreign Service officer. (*See* State Department, United States.) Consular officers exercise their functions and receive their appointments with the approval of the government of the country in which they are stationed. The more important consular offices are generally Consulates General. Smaller offices may be designated as Consulates or Vice Consulates.

The various duties which concern callers, travelers, and businessmen at consular offices may be classified in two groups: (1) administration of regulations and controls, based on law, designed to protect the public interest, and (2) direct services to the nationals of the consul's country at home and abroad.

Control functions of American consular officers include duties relating to passports of Americans, visas of passports of aliens who desire to travel to the United States, certification of invoices covering merchandise shipped to the United States, health or disinfection certificates covering such cargoes and the vessels carrying them, entries and clearances of American vessels, engagement, discharge, hospitalization, and repatriation of American seamen, and notarial services to persons abroad who execute affidavits, deeds, and other legal documents for

use in the United States. In wartime, the control functions extend over a much wider field in connection with imports and exports, transportation, and travel.

Assistance given by American consular officers to American citizens is sometimes by direct action and sometimes by means of correspondence and reports supplying information obtained by consultation and investigation in pursuance of requests received either direct from an individual or under instructions from the Department of State at Washington. Such inquiries cover many subjects, for example, whereabouts and welfare of relatives, working and living conditions, communications, natural resources, foreign trade, and business opportunities. American consular officers are charged by law with responsibility for supplying information desired by different departments of the Federal Government. A large part of this information in peacetime is requested for and supplied to the public in the form of Government reports and releases for general dissemination or replies to specific inquiries of individuals and private companies.

With particular reference to the foreign trade of the United States, American consular officers prepare classified lists of foreign firms engaged in import and export trade, and report on trade opportunities, the market for specific commodities, shipping and port facilities, import tariffs, the credit and collection situation, agricultural products, mining activities, and manufacturing in their consular districts. Individual market surveys are prepared whenever possible in response to direct inquiries of American importers and exporters. American consular officers endeavor to assist in the settlement of claims of American citizens, and to protect the property, patents, and trade-marks of American firms operating abroad. They keep the Department of State and the American diplomatic missions at the capital informed of local economic and business developments, particularly those likely to affect American trade. Commercial trade and reporting sections of American consular offices are always prepared to advise American businessmen, when traveling abroad, on local trade conditions and to assist them in getting in touch with the businessmen in the district from whom authoritative commercial information can be obtained or with whom satisfactory business relations may be established.

One additional function of the consul which greatly concerns the interests of the United States is the evaluation of the effect of political or economic measures taken either by the United States itself or by the country in which he is stationed. For example, the consul may appraise the effect, on United States economic interests, of exchange control mechanism administered by the government of the country in which he is stationed; or, further, the effect, in his consular district, of any of the following: foreign legislation, monopolies, quota control laws, trade agreements, transportation, and warehousing.

Various control functions, some of which have already been described, generally constitute the alpha and omega of consular practice of other countries, and are still exercised by our consuls in addition to their duties in the vast economic field. Elsewhere in this dictionary, under the heading "Certificates," some of these control duties are enumerated and explained. These include, in addition to those already mentioned, *disinfection*, *landing*, *analysis*, and *origin*.

The consul also has important functions which affect the link of transportation between the United States

and the district in which he is located. These include not only the travel documentation of individuals, the issuance of passports and visas, but certificates to vessels. The consul looks after vessels of sea and air while they are in his district, and assists their officers and crews in the ports and cities within his jurisdiction. He protects the life and property of his fellow nationals—he acts as provisional conservator of the estates of United States citizens who have died abroad. He is thus in a position to render most direct and effective aid to the United States citizen and his commercial and personal interests abroad, both through his interventions on the spot and by means of his reports in all fields affecting the interests of the United States, the intelligence contained in them, and their practical utility.

(*See also* Vessels, consuls' services.)

Consulage. *See* Consulation.

Consular certificate. *See* Certificate, consular; Certificate, consular, returned American products; Invoice, consular; Entry; Consul.

Consular fees. *See* Consulation.

Consular invoice. *See* Invoice, consular; Certificate, consular; Entry.

Consulate. The office of the consul, in which he transacts his business.

Consulation (consulage). The consular fees imposed by the buyer's country. They are imposed by interests representing the buyer and should be charged to him. If a country demands that an American exporter have his invoice certified before its consul in the United States, such fees should be invoiced to the buyer, and vice versa. However, in many cases, to obtain or retain good will, the shipper will absorb them. (*See specimens, pages 940–942.*)

Consumed. A commodity which has been used up is said to have been *consumed.*

Consumer. One who consumes, one who uses up materials or commodities or other values or items. In trade, a commodity is consumed when it is acquired by anyone who will use it: rubber bought by the rubber companies is consumed when they obtain it, though it may (for quite some time) not be used up in the form of tires or other products.

Consumer, ultimate. The consumer who in the end is the last recipient or owner of the materials, commodities, values, or other items which he consumes.

Consumption. The use of commodities or articles (*see* Consumer).

Consumption entry. *See* Entry, consumption. *See specimen, page 806.*

Consumption entry, withdrawal. *See* Consumption withdrawal.

Consumption withdrawal. *See* Customs entry, *heading:* "Warehouse withdrawal for consumption."

Consumption withdrawal combined with rewarehouse entry. *See* Customs entry, *heading:* "Combined rewarehouse entry and withdrawal for consumption."

Conta meta. *See* Consignment, reciprocal.

Contiguous country. A neighboring or bordering country. For example, Canada and Mexico are contiguous to the United States. Even small vessels under five tons, or vehicles, carrying cargoes, merchandise, baggage, or passengers from a contiguous country into the United States, must report arrival, must file a manifest (in case of vessels), and in either case must get due permission, after examination, to discharge their goods or passengers.

Contingent. In foreign trade, a definite quantity or allotment permitted by the government of a country to be imported or exported, either in its entirety and from anywhere, or in individual shipments (quotas) and from anywhere, or, again, only in its en-

tirety or in definite quotas to or from a certain specified country or several specified countries. (*See* Quota *headings.*)

Contingent duty. *See* Duty, contingent.

Continuous Customs custody. Merchandise which has been kept in either the Customs stores or bonded warehouses, under Customs control; or merchandise remaining upon a wharf, by permission of the collector; or merchandise otherwise remaining in Customs custody is in *continuous Customs custody.* It ceases the moment the goods, or the papers which are necessary for taking delivery, have been delivered to the importer or his agent by the Customs officer in charge of the goods. (*See* Drawback *headings.*)

Contraband. Goods which are illegally brought into a country, without payment of duties. (*See* Contrary to law; Smuggling.)

Contract. An agreement between two or more persons to do or perform or otherwise carry out certain terms, conditions, and actions. It is generally a legally binding document. When making a contract of sales or purchases, in foreign trade, care must be taken that all terms used therein are fully understood and agreed to by both parties, and that all so-called customary practices are clearly defined (*see* Conditions (of) sale). Abbreviations should either be clearly understood as to their meaning on the basis of American Foreign Trade Terms (*see* Definitions, foreign trade, American) or they should be defined. (*See* Contract *headings.*)

Contract (of) affreightment. This is a legal term meaning the contract of carriage. As regards the ocean shipping transactions of exporters and importers, this contract usually is expressed in the carrier's bill of lading (*see* Bill of lading; Air waybill); but it also may be expressed in a charter party (*see* Charter party; Lumber charter).

Contract, agent. *See* Agent, contract of.

Contract, arrival. Means that the seller has accepted responsibility for the actual delivery of the merchandise shipped or sold, including the payment of freight and insurance to destination, so that delivery is guaranteed by the seller to the buyer at the point of destination (*see* Definitions, foreign trade, American: cost, insurance, freight).

Contract, auction. *See* Auction contract.

Contract (of) carriage. *See* Responsibilities and liabilities, carrier and ship.

Contract carrier. *See* Lumber charter.

Contract confirmation. When confirming a contract, care must be taken that all terms, abbreviations, and customary practices mentioned therein are fully understood and agreed upon by both parties (*see* Definitions, foreign trade, American; Contract).

Contract, cotton. *See* Cotton exchange.

Contract, freight. *See* Freight contract; Contract (of) affreightment.

Contract fulfillment. The completion of the specifications of a contract according to the terms and within the limitations imposed by the contract. (*See* Contract.)

Contract, futures. *See* Commodity exchange, futures contracts; *various commodity headings, such as* Cotton *and* Cocoa; Futures *headings.*

Contract grade. *See* Commodity Exchange; *various commodity headings, such as* Cotton, Cocoa; Grading (of) goods and materials.

Contract, installment. *See* Installment.

Contract, long-time purchase. *See* Imports.

Contract, mail. *See* Mail contract.

Contract market. A board of trade designated by the Secretary of Agriculture as a contract market. (*See* Commodity Exchange Act.)

Contract note. *See* Auction contract.

Contract, open. This term means contracts of purchase or sale of any commodity made by or for any person on or subject to the rules of a board of trade for future delivery during a specified month or delivery period which have not been fulfilled by delivery or offset by other contracts of sale or purchase in the same commodity and delivery month. (*See* Sales contract; Commodity; Board of trade; Futures; Commodity Exchange; Delivery; Delivery month.)

Contract price. The price at which one party has contracted to sell and the other to buy.

Contract (for) raw materials. *See* Raw materials contract.

Contract (of) sale. This term includes sales, purchases, agreements of sale or purchase, and agreements to sell or purchase. (*See* Sales contract; Conditions (of) sale.)

Contract (of) shipment. *See* Bill of lading.

Contract (on) shipment. *See* Shipment contract.

Contract, spice. *See* Spice contract.

Contract, sugar. *See* Sugar contracts; New York Coffee and Sugar Exchange.

Contrary (to) law. Not contrary to any particular or specific law but to *any* law. For the importer, this refers especially to all regulations regarding introduction of any merchandise which should have been properly invoiced and for which proper entry has not been made, but which has either been brought into the United States without any Customs entry or proper papers (smuggling) or for which forged or falsified invoices and papers have been presented to the Customs. This attempt to defraud the United States of revenue is just as much contrary to law as the importation of prohibited merchandise or the concealment of contraband (smuggled) or prohibited merchandise by a third party; both are punishable by both imprisonment and/or fines, and seizure of the goods so imported.

Control (of) currency. *See* Exchange control.

Control (of) exchange rates. *See* Exchange control.

Control (of) exports. *See* Export control; Quota.

Control, foreign funds. *See* Foreign funds control.

Control (of) imports. *See* Import control; Quota.

Control (of) price. *See* Price control; Price, world market.

Control (of) production. *See* Production control.

Control (of) trade. *See* Quota; Restraint (of) trade.

Control, wartime. *See* Wartime control.

Controlled account. *See* Account, controlled.

Controller (of) grain. The person generally employed in foreign ports by large shippers of grain to control shipments and their handling.

Convention (on) air transportation. *See* Air Transportation Convention.

Conventional tariff. *See* Tariff, conventional.

Conversion. A diminution of interest on loans or on bonds (or stocks) into a new unity or form of loan, the latter mostly repayable at a new, but lower, rate of interest, sufficiently reduced to make conversion attractive. (*See* Cost (of) conversion; Currency conversion.)

Conversion costs. *See* Cost of conversion; Conversion.

Conversion (of) currency. *See* Currency conversion.

Conversion, pounds to kilograms. *See* Kilogram.

Convertible paper. *See* Draft, negotiable.

Conveyance. The term used for the transfer of property or values from one person to another.

Convict labor. Any merchandise of any

kind whatever regarding which the Commissioner of Customs has published a finding to the effect that convict labor, forced labor, or indentured labor under penal sanctions is used in any locality in any foreign country in the mining, production, or manufacture of any class of merchandise, is not permitted to enter the United States. Presumption for the publication of such a finding is the confirmation that, in the case of forced or indentured labor under sanctions, the Commissioner also has convinced himself that the merchandise is mined, produced, or manufactured in the United States in sufficient quantities to meet the consumptive demands of the United States. Many countries prohibit importation of goods made by convict or pauper labor. (*See* Prohibited imports.)

Cook, Thos., and Son. *See* Thos. Cook and Son.

Co-operative. In trade, a co-operative combination or association. A combination of certain interests or groups for the purpose of buying more cheaply and/or selling to better advantage both through combined effort and power and through the elimination of middlemen. Profits or surpluses are shared by the members. (*See* Co-operatives.)

Co-operative export. *See* Webb Act.

Co-operative selling. *See* Selling, co-operative.

Co-operatives. (*See* Co-operative.) The term applied to associations formed for co-operative buying and/or selling (*see* Selling, co-operative; Webb Act; Export associations).

Co-ordinator. One who undertakes or is charged with the harmonious functioning of a widespread organization, government department, or business.

Co-ordinator of Inter-American Affairs. *See* Inter-American Affairs, Co-ordinator (of).

Copper futures contract. *See* Commodity exchange, futures contract, copper.

Copy, certified. A copy of any document duly certified by a properly authorized officer as to the exactness and accuracy of the original. Such certification for United States importers is made by the United States consul abroad, whereas in the United States certification either by a notary public or, in case of exports, before the consul of the country to which the goods are being shipped, is necessary.

Copy, negotiable. A copy of a document, which, though not the original, may be negotiated as if it were the original; for example, the copy of a draft which becomes negotiable if the original is lost.

Copy, photostatic. A copy which is made by photographing the original and printing the negative so obtained, thereby reproducing an exact copy of the original.

Copy, true. The term used in international trade to signify that the person employing it either renders or expects to receive an exact, truthful copy of a document.

Copyright. The word used to signify the exclusive right of multiplying, by print or other means, for sale, copies of an original work or composition in literature or art. Copyrights, like patents, are legal monopolies, resting on the same constitutional basis and giving the author in the field of literature or art the same protection as is afforded to an inventor by a patent. In the United States, copyrights are granted by the Registrar of Copyrights, United States Library of Congress, Washington, D. C. Applications for United States copyright are obtainable from the Library of Congress.

The United States Copyright Office serves foreign traders of this and other nations with respect to registering claims to copyright in literary, dramatic, musical, or artistic works, or

for catalogues or advertisements as well as for prints and labels. Copyright on such a work may be secured by publication thereof with the notice of copyright prescribed by law, namely, the word "Copyright" accompanied by the year date of publication and the name of the copyright proprietor. This notice should appear on the title page or the page immediately following. Promptly thereafter, two copies should be sent to the Copyright Office, accompanied by a suitable application for registration of the copyright claim; or one copy of the work if it was by a foreign author in a foreign language first published abroad, with the prescribed notice. After registration has been duly made, the Office issues a certificate which in case of infringement will be accepted in any court as prima facie evidence of the copyright.

Copyright certificate. *See* Copyright.

Copyright, false. The importation of books, periodicals, newspapers, music, moving-picture films, and other articles bearing a false notice of copyright—that is, words indicating that they have been copyrighted in the United States when they have, in fact, not been so copyrighted—is prohibited. The same prohibition applies to the importation of any piratical copies of any work copyrighted in the United States.

Copyright laws. These vary in foreign countries, but in general are analogous to our own. In some countries copyright protection for American works is based on reciprocity with the United States; in some, on Inter-American convention. The United States is not a member of the Bern Copyright Union, to which most commercially important countries belong.

Corner. (*See* Ring.) The description of a forced cornering, controlling, or concentrating of a large supply of the available stock of any commodity or of stocks (shares) or of any other article, thereby creating a far greater demand than the supply available to those who wish to obtain such cornered article, commodity, or stock outside of the cornered supply. Such operations are generally attempted or undertaken by a group of men or by a syndicate, although sometimes also by individuals, who thereby raise the market price, for the purpose of obtaining profits far greater than usual. A corner can prove very dangerous, especially to persons or firms who have contracted to deliver or sell any article at a fixed price (futures) at a certain date without having covered themselves, that is, bought what they had agreed to deliver, at a lower, the same, or a not much higher price than that at which they have contracted to sell. (*See* Futures.)

Corporation. Any number of persons, acting as one unit, recognized by law as such, that is, a unit or individual, thus acting as a corporate body and representing only itself as a body and not the individual persons composing it (who enjoy limited liability). The forming of such a unit is called its *incorporation*, and the corporation itself is bound by its charter, which sets forth its intents and purposes, as well as by its by-laws, which direct its organization and prescribe the rules and regulations under which its officers are to act. The corporation, known as such in the United States and indicated by the word *Incorporated* or (abbreviated) *Inc.* following its name, is found in similar forms in all foreign countries engaged in trade or shipping. In Great Britain, a corporation is known as a *limited company*, that is, a company limited as to its liability, for it is only responsible for any debts, and its obligations therefore are limited, up to the total of its capital. (*See* Limited.) Its abbreviation, following the firm's

name, is *Ltd.*, but it is often spelled out, *Limited.* In Australia and the Union of South Africa, *Proprietary, Ltd.*, must appear after the name of a private company with limited liability. (*See* Proprietary Limited.) In Germany, the name for a corporation is *Aktiengesellschaft*, abbreviated *A. G.*, or *Gesellschaft mit beschraenkter Haftung*, abbreviated *G. m. b. H.*, the latter the equivalent in the sense of limitations of responsibility (financial) of the limited company in England. In French, the corporation is called a *Société anonyme* (abbreviated *Soc. An.* or *S. A.*), and in Spanish a *Sociedad anónima* (abbreviated *S. A.*). In Portuguese, it is a *sociedade anonima* (abbreviated *S. A.*).

In Latin America, there are three distinct types of organizations:

1. The general partnership (*Sociedad en Nombre Colectivo*). All the members identified under the firm name (*Razon Social*) are jointly and severally liable for the transactions and debts of this type of association, to the full extent of their resources.

2. The Limited, Special, or Silent Partnership (*Sociedad en Comandita*). This is a combination of General Partners (jointly and severally liable to the full extent of their resources) and Special, Silent, or Limited Partners whose liability is limited to the extent of their simple investment or shares in the particular firm. (Sometimes it also includes industrial partners.)

3. The Stock Company or Corporation (*Sociedad Anonima* or *Limitada*). In this type of association a common fund (capital) is created with fixed contributions (shares known usually as "acciones") with the management being entrusted to a group of appointed officers and directors—subject to removal at certain periods—who represent the association. The liability of every member (and investor) is limited to the amount of his contribution, unless some additional responsibility is incurred by his acts.

Correspondence clerk. The clerk who attends to the correspondence.

Correspondent. The man who attends to the correspondence in a business office, or the person who writes to another and corresponds; further, he may be the permanent agent, although not on an actual agent's basis or contract, who keeps up correspondence with his business friends abroad, informing them of conditions and prices, acts for them, represents them when so agreed or requested, or handles outgoing or incoming shipments for them, as their correspondent.

Correspondents, bank. *See* Bank correspondents (corresponding).

Correspondent's credit. *See* Letter of credit, classification.

Corresponding bank. *See* Bank, correspondents (corresponding).

Cosmetics import. *See* Food imports.

Cost. An outlay of money, time, labor, services, or procuration of materials in connection with the production, gathering, or manufacturing of any article.

Cost account. A record specially compiled for the purpose of showing the various items, in detail, of the cost either of an undertaking engaged in production, shipping, exporting, importing, or trading, or of the cost of one particular article or shipment. In convenient form it shows what was necessary to make the undertaking or the shipment possible, and includes the performance of any manual labor, general and office overhead, and use of materials.

Cost accounting (of) production (for Customs). For the purpose of appraisement of importations into the United States, the cost of production of imported merchandise is considered to be: (1) the cost of materials and of fabrication, manipulation, or other process employed in manufacturing

such or similar merchandise, at a time preceding the date of exportation of the particular merchandise under consideration which would ordinarily permit the manufacture or production in the usual course of business; (2) the usual general expenses (not less than 10 per cent of such cost); (3) the cost of all containers and coverings, and all other costs, charges, and expenses incident to placing the merchandise in condition, packed ready for shipment to the U. S.; and (4) an addition for profit (not less than 8 per cent of the amounts under (1) and (2) above) equal to the profit which ordinarily is added, in the case of merchandise of the same general character as the imported merchandise, by manufacturers or producers in the country of manufacture and production who are engaged in the manufacture or production of merchandise of the same class and kind. (*See* Appraisement (of) goods' value; Production cost.)

Cost (of) conversion. (*See* Conversion.) This term covers labor, overhead, general expenses, and all incidental materials and supplies used in the various processes through which a material passes as it is being shaped into the desired form or article. Conversion cost, therefore, is merely the total outlay incurred in converting the material from its initial stage to an intermediate or final form, or from an intermediate form into another intermediate form or into a final form.

Cost, distribution. The cost of an article over and above the cost of manufacturing or producing it, packing, shipping, insuring, and landing, including duties paid and including all incidental expenses which are necessary to distribute an article.

Cost & Freight. Abbrev. *C & F.* *See* Definitions, foreign trade, American.

Cost, insurance, freight. Abbr. *C. I. F.* *See* Definitions, foreign trade, American.

Cost, landed. The cost of the goods—to the importer—landed from carrier at destination.

Cost, operating, ship's. *See* Vessel, operating cost.

Cost, prime. The detailed cost of the production of a particular manufactured article, including labor, materials, and overhead.

Cost (of) production. *See* Production cost; Cost accounting (of) production (for) Customs.

Cost, ship's operating. *See* Vessel, operating costs.

Cost, total. The cost of the article itself, plus, in addition, the pro rata share of the general or overhead expense (*see* Overhead expense) of the person or firm producing or handling it, such as clerical help, rent, light, office supplies, telephone—in short, a pro rata contribution to the general expenses which are necessary to carry on the business over and above the cost of the articles that it handles or produces.

Cost (of) transportation. *See* Transportation costs.

Cotton bill of lading. *See* Bill of lading, port.

Cotton contract. *See* Cotton exchange.

Cotton exchange. (*See* Exchange; Commodity exchange *headings; and other commodity headings, such as* Spices *or* Green coffee; Hedging; Futures; Delivery, spot; Margin.) The cotton exchanges exhibit the same essential characteristics as the grain exchanges, although using a different technique. There are to be found here brokers and commission men, "spot" and "future" sales, all the paraphernalia for handling the commodity and grading it, all the machinery for collecting market news. In the cotton exchanges there are nine classes of dealers: commission merchants who sell cotton for planters, exporters who buy cotton for the foreign market, merchants who buy for American spin-

ners, bankers through whom all bills of exchange drawn against cotton are negotiated, ship agents, insurance agents, cotton brokers, export buyers representing European merchants, and "future" brokers. To prevent the deleterious effects to the trade resulting from a lack of standard grades, the Cotton Futures Act was passed August 11, 1916, definitely limiting the deliverable grades and establishing grade standards defined by scientific tests made by the Department of Agriculture. Examples of cotton exchanges where "future" contracts can be bought and sold are those of *New York* and *New Orleans*. (*See* Cotton Futures Act.) In like manner, 15 "spot" markets are designated. Eleven of these markets have been selected as places where the differences above or below the contract price to be paid for grades tendered or delivered on the contract are determined from actual transactions. Under the Cotton Futures Act, the grade differences are now based upon the "average actual commercial differences in value" prevailing in not less than five of the bona fide "spot" markets. (*See* Cotton Standards Act.)

The New York Cotton Exchange, oldest and largest cotton exchange in the world, is principally interested in providing suitable accommodation for an exchange which is to fulfill its functions, to adjust controversies between its members (*see* Arbitration), to establish fair and equitable principles in the trade, to maintain uniformity in its rules, usages, and regulations. The entire system for marketing the American cotton crop centers around this exchange, and, while it does not in any sense fix or make the price of cotton, the prices recorded on it are universally recognized as the chief index of cotton values. Members of the exchange execute orders for buyers and sellers throughout the world, on the basis of futures contracts. The mechanics of trading are the "ring," where trading is done by open outcry, with a most extensive and elaborate system of telephones and wires leading not only to New York brokers and buyers, and so on, but literally to all corners of the country, besides cable connections with other important cotton centers. Membership is broadly distributed both throughout the United States and in other parts of the world. All trades on the exchange are in units of 50,000 pounds, with a tolerance of 1 per cent more or less; as the minimum which can be bought or sold on one contract is 50,000 pounds, or approximately 100 bales, larger amounts are in multiples of 100 bales. Prices are quoted in cents and hundredths of a cent per pound; thus, for example, a price of 11.56 means eleven and fifty-six one-hundredths of a cent for one pound, with a maximum price fluctuation in one day of two cents allowed under the rules of the exchange. The futures contract of this exchange cannot be made for more than eighteen months ahead, and hedging operations on this exchange, as on others, are carried on for the purpose of reducing price risks. As cotton production reports are issued by the government, the market is closed for a time just before and after the issuing of such reports if made during trading hours. Other specific trading rules comprise the notices for intention to deliver in accordance with the United States Cotton Futures Act, delivery points, transferable notices, last trading day regulations, and the like. The contracts made on the exchange are known as *basis middling contracts, 15/16 inch staple*, which means that the prices at which the contracts are consummated apply to middling cotton, but a seller may deliver certain other specified grades, receiving premiums for higher grades

and longer staples but allowing discounts for lower grades and shorter staples. The word "basis" is therefore commercially recognized in the cotton trade as the premium added to or the discount deducted from the price of cotton futures for the purpose of relating the various qualities of cotton to the quoted price. Fluctuations in basis occur owing to an over-supply, lack of demand for, or scarcity of certain grades or staples. All cotton-producing countries, including Egypt, participate actively in cotton transactions.

Cotton sold under the export program of the Commodity Credit Corporation was made available to exporters at competitive world prices, which prices—or the basis for determining such prices—were announced from time to time by the Corporation. Upon registration of export sales, the Corporation either supplied the cotton at the designated export price or authorized the exporter to purchase it in the domestic market at the domestic price and then refunded to him the announced differential between the domestic and the announced export prices. Exporters of cotton had to furnish satisfactory evidence of exportation and also to furnish bonds to cover their liability to the Commodity Credit Corporation, all subject to the terms and conditions of the cotton-sales-for-export program of the Corporation, which provided for all contingencies and conditions which might have occurred during the execution of this program: eligibility of purchasers, countries to which shipments were approved, base prices, export differentials, purchase prices, location differentials, quality differentials, storage charges, purchase orders, resale, registration of sales and other required documents, evidence of exportation, bond, liquidated damages, payment for and delivery of cotton, classes of cotton, weights, cotton not in good condition, existing contracts, books, records (and accounts), set-offs, assignments, amendments, and termination, and definitions (*exporter* in this connection meant any individual, corporation, partnership, association, or other business entity engaged in the business of exporting cotton) both of exporters and cotton tenderable qualities. These regulations were obtainable at all times by any exporter from the Commodity Credit Corporation, including the catalogue of available cotton, published from time to time by the regional office of the Corporation at New Orleans, La. Special forms of Sales and Purchase Invoices, Purchase Orders, and Reports of Qualities to Be Exported were prescribed for these cotton export sales while the Commodity Credit Corporation handled them. (*See* Cotton Futures Act.)

Cotton Futures Act. Part A of an Act making appropriations for the Department of Agriculture for the fiscal year ending in June 1917 is known as the "United States Cotton Futures Act" and contains the following provisions:

> SEC. 2. That, for the purposes of this Act, the term 'contract of sale' shall be held to include sales, agreements of sale, and agreements to sell. That the word 'person,' wherever used in this Act, shall be construed to import the plural or singular, as the case demands, and shall include individuals, associations, partnerships, and corporations. When construing and enforcing the provisions of this Act, the act, omission, or failure of any official, agent, or other person acting for or employed by any association, partnership, or corporation within the scope of his employment or office, shall, in every case, also be deemed the act, omission, or failure of such association, partnership, or corporation as well as that of the person.
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> SEC. 3. That upon each contract of

sale of any cotton for future delivery made at, on, or in any exchange, board of trade, or similar institution or place of business, there is hereby levied a tax in the nature of an excise of 2 cents for each pound of the cotton involved in any such contract.

SEC. 4. That each contract of sale of cotton for future delivery mentioned in section three of this Act shall be in writing plainly stating, or evidenced by written memorandum showing, the terms of such contract, including the quantity of the cotton involved and the names and addresses of the seller and buyer in such contract, and shall be signed by the party to be charged, or by his agent in his behalf. If the contract or memorandum specify in bales the quantity of the cotton involved, without giving the weight, each bale shall, for the purposes of this Act, be deemed to weigh five hundred pounds.

SEC. 5. That no tax shall be levied under this Act on any contract of sale mentioned in section three hereof if the contract comply with each of the following conditions:

First. Conform to the requirements of section four of, and the rules and regulations made pursuant to, this Act.

Second. Specify the basis grade for the cotton involved in the contract, which shall be one of the grades for which standards are established by the Secretary of Agriculture, except grades prohibited from being delivered on a contract made under this section by the fifth subdivision of this section, the price per pound at which the cotton of such basis grade is contracted to be bought or sold, the date when the purchase or sale was made, and the month or months in which the contract is to be fulfilled or settled: *Provided*, That middling shall be deemed the basis grade incorporated into the contract if no other basis grade be specified either in the contract or in the memorandum evidencing the same.

Third. Provide that the cotton dealt with therein or delivered thereunder shall be of or within the grades for which standards are established by the Secretary of Agriculture except grades prohibited from being delivered on a contract made under this section by the fifth subdivision of this section and no other grade or grades.

Fourth. Provide that in case cotton of grade other than the basis grade be tendered or delivered in settlement of such contract, the differences above or below the contract price which the receiver shall pay for such grades other than the basis grade shall be the actual commercial differences, determined as hereinafter provided.

Fifth. Provide that cotton that, because of the presence of extraneous matter of any character or irregularities or defects, is reduced in value below that of Good Ordinary, or cotton that is below the grade of Good Ordinary, or, if tinged, cotton that is below the grade of Low Middling, or, if stained, cotton that is below the grade of Middling, the grades mentioned being of the official cotton standards of the United States, or cotton that is less than seven-eighths of an inch in length of staple, or cotton of perished staple or of immature staple, or cotton that is "gin cut" or reginned, or cotton that is "repacked" or "false packed" or "mixed packed" or "water packed," shall not be delivered on, under, or in settlement of such contract.

Sixth. Provide that all tenders of cotton under such contract shall be the full number of bales involved therein, except that such variations of the number of bales may be permitted as is necessary to bring the total weight of the cotton tendered within the provisions of the contract as to weight; that, on the fifth business day prior to delivery, the person making the tender shall give to the person receiving the same written notice of the date of delivery, and that, on or prior to the date so fixed for delivery, and in advance of final settlement of the contract, the person making the tender shall furnish to the person receiving the same a written notice or certificate stating the grade of each individual bale to be delivered and, by means of marks or numbers, identifying each bale with its grade.

Seventh. Provide that, in case a dis-

pute arises between the person making the tender and the person receiving the same, as to the classification of any cotton tendered under the contract, either party may refer the question of the true classification of said cotton to the Secretary of Agriculture for determination, and that such dispute shall be referred and determined, and the costs thereof fixed, assessed, collected, and paid in such manner and in accordance with such rules and regulations as may be prescribed by the Secretary of Agriculture.

The provisions of the third, fourth, fifth, sixth, and seventh subdivisions of this section shall be deemed fully incorporated into any such contract if there be written or printed thereon, or on the memorandum evidencing the same, at or prior to the time the same is signed, the phrase "Subject to United States cotton futures Act, section five."

The Secretary of Agriculture is authorized to prescribe rules and regulations for carrying out the purposes of the seventh subdivision of this section, and his findings, upon any dispute referred to him under said seventh subdivision, made after the parties in interest have had an opportunity to be heard by him or such officer, officers, agent, or agents of the Department of Agriculture as he may designate, shall be accepted in the courts of the United States in all suits between such parties, or their privies, as prima facie evidence of the true classification of the cotton involved.

SEC. 6. That for the purposes of section five of this Act the differences above or below the contract price which the receiver shall pay for cotton or grades above or below the basis grade in the settlement of a contract of sale for the future delivery of cotton shall be determined by the actual commercial differences in value thereof upon the sixth business day prior to the day fixed, in accordance with the sixth subdivision of section five, for the delivery of cotton on the contract, established by the sale of spot cotton in the market where the future transaction involved occurs and is consummated if such market be a bona fide spot market; and in the event there be no bona fide spot market at or in the place in which such future transaction occurs, then, and in that case, the said differences above or below the contract price which the receiver shall pay for cotton above or below the basis grade shall be determined by the average actual commercial differences in value thereof, upon the sixth business day prior to the day fixed, in accordance with the sixth subdivision of section five, for the delivery of cotton on the contract, in the spot markets of not less than five places designated for the purpose from time to time by the Secretary of Agriculture, as such values were established by the sales of spot cotton, in such designated five or more markets: *Provided*, That for the purposes of this section such values in the said spot markets be based upon the standards for grades of cotton established by the Secretary of Agriculture: *And provided further*, That whenever the value of one grade is to be determined from the sale or sales of spot cotton of another grade or grades, such value shall be fixed in accordance with rules and regulations which shall be prescribed for the purpose by the Secretary of Agriculture.

SEC. 6A. That no tax shall be levied under this Act on any contract of sale mentioned in section three hereof if the contract provide that, in case cotton of grade or grades other than the basis grade specified in the contract shall be tendered in performance of the contract, the parties to such contract may agree, at the time of the tender, as to the price of the grade or grades so tendered, and that if they shall not then agree as to such price, then, and in that event, the buyer of said contract shall have the right to demand the specific fulfillment of such contract by the actual delivery of cotton of the basis grade named therein and at the price specified for such basis grade in said contract, and if the contract also comply with all the terms and conditions of section five hereof not inconsistent with this section: *Provided*, That nothing in this section shall be so construed as to

relieve from the tax levied by section three of this Act any contract in which, or in the settlement of or in respect to which, any device or arrangement whatever is resorted to, or any agreement is made, for the determination or adjustment of the price of the grade or grades tendered other than the basis grade specified in the contract by any "fixed difference" system, or by arbitration, or by any other method not provided for by this Act.

Contracts made in compliance with this section shall be known as "Section six A Contracts." The provisions of this section shall be deemed fully incorporated into any such contract if there be written or printed thereon, or on the memorandum evidencing the same, at or prior to the time the same is signed, the phrase "Subject to United States cotton futures Act, section six A."

Section ten of this Act shall not be construed to apply to any contract of sale made in compliance with section six A hereof.

SEC. 7. That for the purposes of this Act the only markets which shall be considered bona fide spot markets shall be those which the Secretary of Agriculture shall, from time to time, after investigation, determine and designate to be such, and of which he shall give public notice.

SEC. 8. That in determining, pursuant to the provisions of this Act, what markets are bona fide spot markets, the Secretary of Agriculture is directed to consider only markets in which spot cotton is sold in such volume and under such conditions as customarily to reflect accurately the value of middling cotton and the differences between the prices or values of middling cotton and of other grades of cotton for which standards shall have been established by the Secretary of Agriculture: *Provided*, That if there be not sufficient places, in the markets of which are made bona fide sales of spot cotton of grades for which standards are established by the Secretary of Agriculture, to enable him to designate at least five spot markets in accordance with section six of this Act, he shall, from data as to spot sales collected by him, make rules and regulations for determining the actual commercial differences in the value of spot cotton of the grades established by him as reflected by bona fide sales of spot cotton, of the same or different grades, in the markets selected and designated by him, from time to time, for that purpose, and in that event, differences in value of cotton of various grades involved in contracts made pursuant to section five of this Act shall be determined in compliance with such rules and regulations.

SEC. 9. That the Secretary of Agriculture is authorized, from time to time, to establish and promulgate standards of cotton by which its quality or value may be judged or determined, including its grade, length of staple, strength of staple, color, and such other qualities, properties, and conditions as may be standardized in practical form, which, for the purposes of this Act, shall be known as the "Official cotton standards of the United States", and to adopt, change, or replace the standard for any grade of cotton established under the Act making appropriations for the Department of Agriculture for the fiscal year ending June thirtieth, nineteen hundred and nine (Thirty-fifth Statutes at Large, page two hundred and fifty one), and Acts supplementary thereto: *Provided*, That any standard of any cotton established and promulgated under this Act by the Secretary of Agriculture shall not be changed or replaced within a period less than one year from and after the date of the promulgation thereof by the Secretary of Agriculture: *Provided further*, That subsequent to six months after the date section three of this Act becomes effective, no change or replacement of any standard of any cotton established and promulgated under this Act by the Secretary of Agriculture shall become effective until after one year's public notice thereof, which notice shall specify the date when the same is to become effective. The Secretary of Agriculture is authorized and directed to prepare practical forms of the official cotton standards which shall

be established by him, and to furnish such practical forms from time to time, upon request, to any person, the cost thereof, as determined by the Secretary of Agriculture, to be paid by the person requesting the same, and to certify such practical forms under the seal of the Department of Agriculture and under the signature of the said Secretary, thereto affixed by himself or by some official or employee of the Department of Agriculture thereunto duly authorized by the said Secretary.

SEC. 10. That no tax shall be levied under this Act on any contract of sale mentioned in section three hereof, if the contract comply with each of the following conditions:

First. Conform to the rules and regulations made pursuant to this Act.

Second. Specify the grade, type, sample, or description of the cotton involved in the contract, the price per pound at which such cotton is contracted to be bought or sold, the date of the purchase or sale, and the time when shipment or delivery of such cotton is to be made.

Third. Provide that cotton of or within the grade or of the type, or according to the sample or description, specified in the contract shall be delivered thereunder, and that no cotton which does not conform to the type, sample, or description, or which is not of or within the grade specified in the contract shall be tendered or delivered thereunder.

Fourth. Provide that the delivery of cotton under the contract shall not be effected by means of "set-off" or "ring" settlement, but only by the actual transfer of the specified cotton mentioned in the contract.

The provisions of the first, third, and fourth subdivisions of this section shall be deemed fully incorporated into any such contract if there be written or printed thereon, or on the document or memorandum evidencing the same, at or prior to the time the same is entered into, the words "Subject to United States cotton futures Act, section ten."

This Act shall not be construed to impose a tax on any sale of spot cotton.

This section shall not be construed to apply to any contract of sale made in compliance with section five of this Act.

SEC. 11. That the tax imposed by section three of this Act shall be paid by the seller of the cotton involved in the contract of sale, by means of stamps which shall be affixed to such contracts, or to the memoranda evidencing the same, and canceled in compliance with rules and regulations which shall be prescribed by the Secretary of the Treasury.

SEC. 12. That no contract of sale of cotton for future delivery mentioned in section three of this Act which does not conform to the requirements of section four hereof and has not the necessary stamps affixed thereto as required by section eleven hereof shall be enforceable in any court of the United States by, or on behalf of, any party to such contract or his privies.

SEC. 13. That the Secretary of the Treasury is authorized to make and promulgate such rules and regulations as he may deem necessary to collect the tax imposed by this Act and otherwise to enforce its provisions. Further to effect this purpose, he shall require all persons coming within its provisions to keep such records and statements of account, and may require such persons to make such returns verified under oath or otherwise, as will fully and correctly disclose all transactions mentioned in section three of this Act, including the making, execution, settlement, and fulfillment thereof; he may require all persons who act in the capacity of a clearing house, clearing association, or similar institution for the purpose of clearing, settling, or adjusting transactions mentioned in section three of this Act to keep such records and to make such returns as will fully and correctly disclose all facts in their possession relating to such transactions; and he may appoint agents to conduct the inspection necessary to collect said tax and otherwise to enforce this Act and all rules and regulations made by him in pursuance hereof, and may fix the compensation of such agents. The provisions of the internal-

revenue laws of the United States, so far as applicable, including sections thirty-one hundred and seventy-three, thirty-one hundred and seventy-four, and thirty-one hundred and seventy-five of the Revised Statutes, as amended, are hereby extended, and made to apply, to this Act.

SEC. 14. That any person liable to the payment of any tax imposed by this Act who fails to pay, or evades or attempts to evade the payment of such tax, and any person who otherwise violates any provision of this Act, or any rule or regulation made in pursuance hereof, shall be deemed guilty of a misdemeanor, and, upon conviction thereof, shall be fined not less than $100 nor more than $20,000, in the discretion of the court; and, in case of natural persons, may, in addition, be punished by imprisonment for not less than sixty days nor more than three years, in the discretion of the court.

SEC. 15. That in addition to the foregoing punishment there is hereby imposed, on account of each violation of this Act, a penalty of $2,000, to be recovered in an action founded on this Act in the name of the United States as plaintiff, and when so recovered one-half of said amount shall be paid over to the person giving the information upon which such recovery was based. It shall be the duty of United States attorneys, to whom satisfactory evidence of violations of this Act is furnished, to institute and prosecute actions for the recovery of the penalties prescribed by this section.

SEC. 16. That no person whose evidence is deemed material by the officer prosecuting on behalf of the United States in any case brought under any provision of this Act shall withhold his testimony because of complicity by him in any violation of this Act or of any regulation made pursuant to this Act, but any such person called by such officer who testifies in such case shall be exempt from prosecution for any offense to which his testimony relates.

SEC. 17. That the payment of any tax levied by this Act shall not exempt any person from any penalty or punishment now or hereafter provided by the laws of any State for entering into contracts of sale of cotton for future delivery, nor shall the payment of any tax imposed by this Act be held to prohibit any State or municipality from imposing a tax on the same transaction.

SEC. 18. That there is hereby appropriated, out of any moneys in the Treasury not otherwise appropriated, for the fiscal year ending June thirtieth, nineteen hundred and sixteen, the unexpended balance of the sum appropriated by the Act of March fourth, nineteen hundred and fifteen (Thirty-eighth Statutes at Large, page one thousand and seventeen), for "collecting the cotton futures tax," or so much thereof as may be necessary, to enable the Secretary of the Treasury to carry out the provisions of this Act and any duties remaining to be performed by him under the United States cotton futures Act of August eighteenth, nineteen hundred and fourteen (Thirty-eighth Statute at Large, page six hundred and ninety-three).

SEC. 19. That there are hereby appropriated out of any moneys in the Treasury not otherwise appropriated, available until expended, the unexpended balance of the sum of $150,000 appropriated by section twenty of the said Act of August eighteenth, nineteen hundred and fourteen, and for the fiscal year ending June thirtieth, nineteen hundred and sixteen, the unexpended balance of the sum of $75,000 appropriated for the "Enforcement of the United States cotton futures Act" by the Act making appropriations for the Department of Agriculture for the fiscal year ending June thirtieth, nineteen hundred and sixteen (Thirty-eighth Statutes at Large, page one thousand and eighty-six), or so much of each of said unexpended balances as may be necessary, to be used by the Secretary of Agriculture for the same purposes, in carrying out the provisions of this Act, as those for which said sums, respectively, were originally appropriated, and to enable the Secretary of Agriculture to carry out any duties remaining to be performed by him under

the said Act of August eighteenth, nineteen hundred and fourteen. The Secretary of Agriculture is hereby directed to publish from time to time the results of investigations made in pursuance of this Act. All sums collected by the Secretary of Agriculture as costs under section five, or for furnishing practical forms under section nine, of this Act, shall be deposited and covered into the Treasury as miscellaneous receipts.

SEC. 20. That sections nine, eighteen, and nineteen of this Act and all provisions of this Act authorizing rules and regulations to be prescribed shall be effective immediately. All other sections of this Act shall become and be effective on and after the first day of the calendar month next succeeding the date of the passage of this Act: *Provided*, That nothing in this Act shall be construed to apply to any contract of sale of any cotton for future delivery mentioned in section three of this Act which shall have been made prior to the first day of the calendar month next succeeding the date of the passage of this Act.

SEC. 21. That the Act entitled "An Act to tax the privilege of dealing on exchanges, boards of trade, and similar places in contracts of sale of cotton for future delivery, and for other purposes," approved August eighteenth, nineteen hundred and fourteen (Thirty-eighth Statutes at Large, page six hundred and ninety-three), is hereby repealed, effective on and after the first day of the calendar month next succeeding the date of the passage of this Act: *Provided*, That nothing in this Act shall be construed to affect any right or privilege accrued, any penalty or liability incurred, or any proceeding commenced under said Act of August eighteenth, nineteen hundred and fourteen, or to diminish any authority conferred by said Act on any official of the United States necessary to enable him to carry out any duties remaining to be performed by him under the said Act, or to impair the effect of the findings of the Secretary of Agriculture upon any dispute referred to him under said Act, or to affect any right in respect to, or arising out of, any contract mentioned in section three of said Act, made on or subsequent to February eighteenth, nineteen hundred and fifteen, and prior to the first day of the calendar month next succeeding the date of the passage of this Act, but so far as concerns any such contract said Act of August eighteenth, nineteen hundred and fourteen, shall remain in force with the same effect as if this Act had not been passed.

SEC. 22. That if any clause, sentence, paragraph, or part of this Act shall for any reason be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

The Act was later amended in several respects, notably, for example, Section 6 (in 1927) to read as follows:

SEC. 6. That for the purposes of section 5 of this Act the differences above or below the contract price which the receiver shall pay for cotton of grades above or below the basis grade in the settlement of a contract of sale for the future delivery of cotton shall be determined by the actual commercial differences in value thereof upon the sixth business day prior to the day fixed, in accordance with the sixth subdivision of section 5, for the delivery of cotton on the contract, established by the sale of spot cotton in the spot markets of not less than five places designated for the purpose from time to time by the Secretary of Agriculture, as such values were established by the sales of spot cotton, in such designated five or more markets: *Provided*, That for the purpose of this section such values in the said spot markets be based upon the standards for grades of cotton established by the Secretary of Agriculture: *And provided further*, That whenever the value of one grade is to be determined from the sale or sales of spot cotton of another grade or grades, such

value shall be fixed in accordance with rules and regulations which shall be prescribed for the purpose by the Secretary of Agriculture.

Cotton Standards Act. This is an Act to establish and promote the use of the official cotton standards of the United States not only in interstate but also in foreign commerce, and it is intended to help prevent deception and provide for the proper application of established standards. It is officially known as the "United States Cotton Standards Act." It contains the following sections, which became effective in August 1923.

SEC. 2. That it shall be unlawful (a) in or in connection with any transaction or shipment in commerce made after this Act shall become effective, or (b) in any publication of a price or quotation determined in or in connection with any transaction or shipment in commerce after this Act shall become effective, or (c) in any classification for the purposes of or in connection with a transaction or shipment in commerce after this Act shall become effective, for any person to indicate for any cotton a grade or other class which is of or within the official cotton standards of the United States then in effect under this Act by name, description, or designation, or any system of names, description, or designation not used in said standards: *Provided*, That nothing herein shall prevent a transaction otherwise lawful by actual sample or on the basis of a private type which is used in good faith and not in evasion of or substitution for said standards.

SEC. 3. That the Secretary of Agriculture may, upon presentation of satisfactory evidence of competency, issue to any person a license to grade or otherwise classify cotton and to certificate the grade or other class thereof in accordance with the official cotton standards of the United States. Any such license may be suspended or revoked by the Secretary of Agriculture whenever he is satisfied, after reasonable opportunity afforded to the licensee for a hearing, that such licensee is incompetent or has knowingly or carelessly classified cotton improperly, or has violated any provision of this Act or the regulations thereunder so far as the same may relate to him, or has used his license or allowed it to be used for any improper purpose. Pending investigation the Secretary of Agriculture, whenever he deems necessary, may suspend a license temporarily without a hearing.

SEC. 4. That any person who has custody of or a financial interest in any cotton may submit the same or samples thereof, drawn in accordance with the regulations of the Secretary of Agriculture, to such officer or officers of the Department of Agriculture, as may be designated for the purpose pursuant to the regulations of the Secretary of Agriculture for a determination of the true classification of such cotton or samples, including the comparison thereof, if requested, with types or other samples submitted for the purpose. The final certificate of the Department of Agriculture showing such determination shall be binding on officers of the United States and shall be accepted in the courts of the United States as prima facie evidence of the true classification or comparison of such cotton or samples when involved in any transaction or shipment in commerce. The Secretary of Agriculture shall fix rules and regulations for submitting samples of cotton for classification providing that all samples shall be numbered so that no one interested in the transaction involved shall be known by any classifier engaged in the classification of such cotton samples.

SEC. 5. That the Secretary of Agriculture may cause to be collected such charges as he may find to be reasonable for licenses issued to classifiers of cotton under section 3 and for determinations made under section 4 of this Act, and the amounts so collected shall be used by the Secretary of Agriculture in paying expenses of the Department of Agriculture connected therewith.

SEC. 6. That the Secretary of Agri-

culture is authorized to establish from time to time standards for the classification of cotton by which its quality or value may be judged or determined for commercial purposes, which shall be known as the official cotton standards of the United States. Any such standard or change or replacement thereof shall become effective only on and after a date specified in the order of the Secretary of Agriculture establishing the same, which date shall be not less than one year after the date of such order: *Provided*, That the official cotton standards established, effective August 1, 1923, under the United States Cotton Futures Act shall be at the same time the official cotton standards for the purpose of this Act unless and until changed or replaced under this Act. Whenever any standard or change or replacement thereof shall become effective under this Act, it shall also, when so specified in the order of the Secretary of Agriculture, become effective for the purposes of the United States Cotton Futures Act and supersede any inconsistent standard established under said Act. Whenever the official cotton standards of the United States established under this Act shall be represented by practical forms the Department of Agriculture shall furnish copies thereof, upon request, to any person, and the cost thereof, as determined by the Secretary of Agriculture, shall be paid by the person making the request. The Secretary of Agriculture may cause such copies to be certified under the seal of the Department of Agriculture and may attach such conditions to the purchase and use thereof, including provision for the inspection, condemnation, and exchange thereof by duly authorized representatives of the Department of Agriculture, as he may find to be necessary to the proper application of the official cotton standards of the United States. Any moneys received from or in connection with the sale of cotton purchased for the preparation of such copies and condemned as unsuitable for such use or with the sale of such copies may be expended for the purchase of other cotton for such use.

SEC. 7. That in order to carry out the provisions of this Act, the Secretary of Agriculture is authorized to cause the inspection, including the sampling, of any cotton involved in any transaction or shipment in commerce, wherever such cotton may be found, or of any cotton with respect to which a determination of the true classification is requested under section 4 of this Act.

SEC. 8. That it shall be unlawful for any person (a) with intent to deceive or defraud, to make, receive, use, or have in his possession any simulate or counterfeit practical form or copy of any standard or part thereof established under this Act; or (b) without the written authority of the Secretary of Agriculture, to make, alter, tamper with, or in any respect change any practical form or copy of any standard established under this Act; or (c) to display or use any such practical form or copy after the Secretary of Agriculture shall have caused it to be condemned.

SEC. 9. That (a) any person who shall knowingly violate any provisions of sections 2 or 8 of this Act, or (b) any person licensed under this Act who, for the purposes of or in connection with any transaction or shipment in commerce, shall knowingly classify cotton improperly, or shall knowingly falsify or forge any certificate of classification, or shall accept money or other consideration, either directly or indirectly, for any neglect or improper performance of duty as such licensee, or (c) any person who shall knowingly influence improperly or attempt to influence improperly any person licensed under this Act in the performance of his duties as such licensee relating to any transaction or shipment in commerce, or (d) any person who shall forcibly assault, resist, impede, or interfere with or influence improperly or attempt to influence improperly any person employed under this Act in the performance of his duties, shall, upon conviction thereof, be deemed guilty of a misdemeanor and shall be fined not exceeding $1,000, or imprisoned not exceeding six months, or both, in the discretion of the court.

SEC. 10. That for the purposes of this

Act the Secretary of Agriculture shall cause to be promulgated such regulations, may cause such investigations, tests, demonstrations, and publications to be made, including the investigation and determination of some practical method whereby repeated and unnecessary sampling and classification of cotton may be avoided, and may cooperate with any department or agency of the Government, any State, Territory, District, or possession, or department, agency, or political subdivision thereof, or any person, as he shall find to be necessary.

SEC. 11. That wherever used in this Act, (a) the word "person" imports the plural or the singular, as the case demands, and includes an individual, a partnership, a corporation, or two or more persons having a joint or common interest; (b) the word "commerce" means commerce between any State or the District of Columbia and any place outside thereof, or between points within the same State or the District of Columbia but through any place outside thereof, or within the District of Columbia; and (c) the word "cotton" means cotton of any variety produced within the continental United States, including linters. When construing and enforcing the provisions of this Act, the act, omission, or failure of any agent, officer, or other person acting for or employed by any person, within the scope of his employment or office, shall in every case be deemed also the act, omission, or failure of such person as well as that of such agent, officer, or other person.

SEC. 12. That there are hereby authorized to be appropriated out of any moneys in the Treasury not otherwise appropriated, such sums as may be necessary for carrying out the provisions of this Act; and the Secretary of Agriculture is authorized, within the limits of such appropriations, to appoint, remove, and fix the compensations of such officers and employees, not in conflict with existing law, and make such expenditures for rent outside the District of Columbia, printing, telegrams, telephones, law books, books of reference, periodicals, furniture, stationery, office equipment, travel, and other supplies and expenses as shall be necessary to the administration of this Act in the District of Columbia and elsewhere.

SEC. 13. That if any provision of this Act or the application thereof to any person or circumstances is held invalid, the validity of the remainder of the Act and the application of such provision to other persons and circumstances shall not be affected thereby.

Council (of) Commerce and Production, Inter-American. *See* Inter-American Council of Commerce and Production.

Council (of) Economic Advisers. The Council of Economic Advisers was established in the Executive Office of the President by the Employment Act of 1946 (Public Law 304, 79th Congress, 2d session), approved February 20, 1946. The Council consists of three members appointed by the President by and with the advice and consent of the Senate. One of the members is designated as chairman, and one as vice-chairman.

The Council assists the President in the preparation of his annual Economic Report to Congress; studies national economic developments and trends; appraises activities of the Federal Government bearing upon the nation's economy and the advancement thereof; develops and recommends to the President national economic policies to foster free competitive enterprise and maintain employment, production, and purchasing power; and furnishes the President with such other studies and reports relating to Federal economic policy and legislation as the President may request.

In connection with its assistance to the President in the preparation of the Economic Report and its general function of studying national economic developments, trends, and policies, the Council studies the effects upon production, employment, and

purchasing power in the United States of international trade and service transactions, financial developments, and other aspects of United States international economic relations and policies relating to them. Upon the basis of these studies the Council makes recommendations to the President. The Council relies upon other government and private agencies for data and research studies and concerns itself mainly with interpretation and appraisal of developments and policies.

The Council's first comprehensive report, published in late December, 1946, showed that it pictures the government's role as that of consultant, adviser, and leader in policy, but not as a controlling factor, and that any long-range planning which might be necessary at any time to maintain production or to achieve any other needed economic result should not be centered in the government, except for control over taxes and spending. The Council, therefore, stands for private enterprise, and advocates that the surmounting of any obstacles or impediments to prosperity must be worked out through the practical experience and knowledge of management, labor, farmers, and financiers, without benefit of direct government intervention. Not foreign trade itself, but the atmosphere necessary and therefore to be created for its favorable development, is the government's function, as seen by the Council:

"We believe that the internal relationships of business must be carefully adjusted by business participants themselves within an international atmosphere made favorable by Government, but also that Government itself is now and must to a somewhat greater extent in future be an actual stimulative and guiding element in the economy."

Council (of) Foreign Trade. *See* National Foreign Trade Council.

Count certificate. *See* Certificate (of) count.

Countersignature. The signature by another person required to be attached to a document or paper already signed by one person, in order to make it valid.

Countervailing duty. *See* Duty, countervailing.

Country. As used in the terms of the United States Customs, the political entity of a nation. Colonies, possessions, or protectorates outside the boundaries of the mother country are considered separate countries. (*See* Marking.)

Country (on) bimetal standard. A country which has two metals as its currency standard. A bimetal standard country. (*See* Bimetallism.)

Country, creditor. *See* Nation, creditor.

Country, debtor. *See* Nation, debtor.

Country, gold-standard. *See* Gold standard.

Country, metallic-base. A country whose currency is based on metal. (*See* Gold.)

Country (of) origin. Many countries have differential Customs tariffs; that is, the duties charged on imports vary with the country of origin. For this reason, proof of origin usually is exacted in the case of imports entitled to lower rates of duty. This proof might be in the form of a mark of origin either on the goods themselves or on their wrappers, or a certificate of origin might be exacted. Sometimes both proofs of origin are required. (*See* Agreements, reciprocal trade; Certificate (of) origin; Tariff, differential.)

Difficulties often are experienced in proving the origin of goods which have not been imported directly from the country claimed as the country of origin—for example, Canadian goods imported into the United Kingdom by

way of the United States. In cases of this kind, the Custom authorities of the importing country might exact, besides a certificate of origin, proof of through-consignment from the country of origin to that of destination.

The Customs regulations of each country define what is meant by "country of origin." While these definitions vary, a general classification would be that, in the case of natural products, the country of origin is that where the goods were grown or produced; in the case of manufactures, the country where they were fabricated.

Aside from Customs considerations, there are two reasons why it might be necessary to prove the origin of imported goods: first, for exchange purposes, and second, to protect local industry. In regard to exchange, the control regulations of certain countries grant exchange on a more favorable basis to goods of one origin than to those of another origin. The protection of local industries is the foundation of most "mark-of-origin" regulations. These regulations exist in the United States and in most British countries, are common in European countries, and also are found in some Latin American and Asiatic countries. Knowledge of the country of origin of imports also is desirable for statistical purposes, but proof of origin seldom is exacted for that purpose alone.

Country (on) silver standard. *See* Silver-standard country.

Court, admiralty. *See* Admiralty court.

Court (of) Customs. *See* United States Customs Court.

Courts (of) arbitration. *See* Arbitration.

Courts (of) commerce. *See* Arbitration.

Cover note. *See* Insurance, cover note.

Coverage. The amount or means available to meet liabilities; gold coverage of paper currency; the risks protected (covered) by insurance. (*See* Gold coverage.)

Craft. *See* Aircraft; Vessel; Steamer; Tramp.

Craft or lighter insurance. *See* Insurance, craft or lighter.

Credit. From the Latin *credere*, "to believe, to trust," originally the *belief* in someone or someone's integrity; now used as the equivalent of the integrity of someone, or the quality and the earned right of being trusted. In a larger sense, *credit* means the confidence expressed by this belief and justified by this quality of the person trusted, and shown by granting the person who enjoys this reputation and deserves credit time to pay his obligations. Thus is expressed the belief that, as his credit or reputation is good, he will pay when his payment becomes due. It is based entirely on mutual confidence between buyer and seller, in foreign and domestic trade, and on the belief in the honor and integrity of the buyer (or debtor). (*See* Payment terms; Payment, form of.) In bookkeeping language, it means the amount which is to the credit of anyone as contrasted with the amount owed, or debit (*see* Debit). By the transference (from an importer's credit) of monies to be paid an exporter in another country, the exporter can enjoy and use the other's credit so put at his disposal (or "opened," in foreign trade language) for such transaction, on the conditions which the importer attaches to the credit so opened. (*See* Letter of credit; Standing credit; Export credit.)

Credit, authority to purchase. This instrument is used to finance exports from the United States to the Far East. A bank in a Far Eastern country will issue an authorization to a bank in the United States to purchase drafts, up to a specified amount, drawn by the seller directly on the buyer. These drafts are negotiated with recourse to the drawer, who remains liable to the negotiating bank

until the drafts are paid finally by the drawee, unless the instrument authorizes negotiation of drafts without recourse.

The issuance of an authority to purchase does not imply any undertaking on the part of the issuing bank to the beneficiary, the seller; the obligation of the issuing bank is to its correspondent bank, negotiating the drafts; and the undertaking is not that the drafts will be paid by the buyer, but that the correspondent will be reimbursed for its outlay in purchasing the seller's drafts on behalf of the issuing bank. (*See* Authority (to) purchase.)

Credit beneficiary. *See* Letter of credit, *headings:* "General Provisions," "Documents."

Credit, clean. A letter addressed to one bank in one city authorizing it to cash drafts for an individual (or a company) up to a specified amount. This differs from a *commercial credit* in that funds are payable against a clean sight draft (a draft unaccompanied by any commercial document). (*See* Draft, clean.)

Credit, commercial, documentary. *See* Letter of credit, *headings:* "General Provisions," "Form of credit."

Credit companies. *See* Export-import credit companies.

Credit, confirmed. *See* Letter of credit, classification; Letter of credit, confirmed.

Credit, export. *See* Export credit.

Credit, export, frozen. *See* Export credit, frozen.

Credit extension. *See* Extension (of) credit.

Credit (foreign), insurance. *See* Insurance, foreign credit.

Credit, forms (of). *See* Letter of credit, *heading:* "Forms of credit."

Credit, frozen. *See* Export credit, frozen.

Credit information. (*See* Credit.) The information obtained by the bank or the exporter or anyone interested in the trustworthiness of another (*see* Information, credit).

Credit instrument. A commercial paper which can be used for payment of a debt or for the establishment of a credit. (*See* Negotiable instrument.)

Credit insurance. *See* Insurance, credit, foreign.

Credit, irrevocable. *See* Letter of credit, irrevocable.

Credit, letter of. *See* Letter of credit *headings.*

Credit, long. A credit which runs a long time, generally beginning with sixty days.

Credit man. (*See* National Association of Credit Men.) The person who has charge of investigating the credit of a firm's customers, and of collecting the accounts.

Credit, negotiation. *See* Negotiation credit.

Credit, open. *See* Letter of credit, open.

Credit, opened. *See* Credit.

Credit politics. The designation for all measures which are taken in connection with a country's credits, as regards both their being entered into and their eventual repayment or settlement.

Credit rating. The term used for the various designations used by a firm for its own information, or by the credit agencies, to denote various classifications (such as *very good, good, fair, bad*) of credit reputations of persons or firms investigated or dealt with (*see* Credit information; Export credit).

Credit reimbursement. *See* Letter of credit, reimbursement.

Credit, revocable. *See* Letter of credit, *heading:* "Form of credit."

Credit, revolving. *See* Letter of credit, revolving.

Credit risk. *See* Insurance, credit, foreign.

Credit risk relief. *See* Delcredere.

Credit, short. A credit running for a

short period, generally less than sixty days.

Credit standing. *See* Credit; Standing, credit.

Credit, straight. *See* Letter of credit, irrevocable, confirmed.

Credit terms. *See* Payment terms.

Credit, transfer (of). *See* Letter of credit, *heading:* "Transfer."

Creditor. The person or firm to whom money is owed so that there is a credit balance in his or its favor on the books of the person who has incurred the debt (the debtor).

Creditor nation. *See* Nation, creditor.

Crew. The certified crew list is needed for the vessel's entrance and clearance, both air and sea (*see* Vessel entry; Vessel clearance). Prior to sailing, a statement of the master must be submitted to the immigration authorities showing changes in the crew prior to departure on the form provided by the Department of Justice (*see specimen, pages 772–775*). The crew list itself, issued by the Department of Commerce (through its Bureau of Navigation and Steamboat Inspection), lists each member of the crew as to name, birthplace, citizenship, age, height, description, capacity or rating, and name and address of next of kin (*see specimen, page 775*). A list or manifest of aliens, employed on any vessel, upon arrival at a United States port must also be delivered to the immigration authorities (*see specimen, pages 772–774*).

Crew list, certified. *See* Crew; Vessel entry.

Crew's Customs declaration. The Master of a vessel entering a United States port (*see* Vessel entry) must produce a Customs declaration of the goods imported by the crew (*see specimen, page 776 and page 805*).

Crude. (*See* Processed.) In foreign trade (*see* Raw materials), in the natural or original state: not processed, manufactured. or advanced beyond the state reasonably necessary for the transportation of the article from the place of origin to its destination (*see* Semi-crude materials).

Cubic measurements. *See* Weights and measures.

Currencies, foreign. *See* Foreign currency; Foreign exchange.

Currency. A *currency* is anything that is adopted and used as a measure of value and used further as a medium of exchange (*see* Money). Such a medium may be cowrie shells in Africa, or salt or ivory, just as much as coins or paper, provided they circulate freely in a country and are regarded as the recognized and/or legal means to pay for or be paid for values or goods or services, or to meet debts. In the larger sense, the term is used to describe the monetary system of a country (*see also* Gold standard; Metallic-base country; Silver standard; Bimetal standard country) and includes, in commercial usage, the checks, drafts, and other negotiable instruments representing money values.

Currency control. *See* Exchange control.

Currency conversion. (*See* Conversion.) For the purpose of comparison (to determine the difference between the purchase price or the exporter's sales price) in connection with imports into the United States, and the foreign market value, the factors to be compared (if in a foreign currency) are converted into United States currency (*see* Certificate of origin).

Currency deflation. *See* Deflation.

Currency depreciation. *See* Depreciation.

Currency devaluation. Government legislation in connection with the valuation of the currency. The United States Government is empowered under the Constitution to fix the value of money. In 1933, when the United

States dollar was devalued to 59 cents, its value in terms of foreign currencies naturally decreased in much the same proportion. Thus, it took more dollars to purchase a pound sterling or a 100-franc note. Importers were, therefore, placed in a disadvantageous position except on those contracts which had been entered into on the basis of dollar exchange. Even so, in such event, their foreign suppliers received less than they had anticipated, and new import purchases, after that date, required a reconsideration of the price factor because of the increased cost in dollars of the foreign exchange needed to buy the goods abroad. (*See* Devaluation; Depreciation.)

Currency equalization. *See* Equalization.

Currency fluctuations. *See* Foreign exchange fluctuations.

Currency, foreign. *See* Foreign exchange; Foreign currency.

Currency, gold. *See* Gold standard.

Currency, inconvertible paper. Paper money which cannot be accepted at its face value, that is, the condition of paper money when a government or its bank refuses to give coin or bullion for notes issued by it.

Currency inflation. *See* Inflation.

Currency, paper. These are notes issued by a government or its bank, and which are legal tender.

Currency stabilization. *See* Stabilization (of) currencies; Exchange stabilization.

Currency standard. *See* Monetary standard; Standard (of) value.

Current account. *See* Account, current.

Current days. *See* Days, current.

Current rate. The rate prevailing at the time of the transaction, for the value and at the place of its usage or of sale for which the actual rate is sought or quoted. (*See also* Draft, at sight, at current rate; Exchange, legal rate.)

Current rate for sight drafts. *See* Draft, at sight, at current rates.

Custody bill of lading. *See* Bill of lading, port.

Custody, Customs. *See* Continuous Customs custody.

Custom house. The place appointed by a government for the purpose of imposing and collecting the duties placed upon its imports and for the transaction of other business handled by the Customs authorities, as specified in detail in the United States in the Customs Regulations of the United States. (*See* Collection districts and ports; Customs regulations.)

Custom house brokers. This term includes all persons or firms that transact business at a Custom house on behalf of other persons generally. No person can take or transact business as a United States Custom house broker without a Treasury Department license. All regulations pertaining to these brokers are contained in Part XX of the Appendix to the Customs Regulations.

The Custom house broker is more or less a "stepchild" in the shipping industry, and his services are taken for granted without one thought of the years of training necessary to fit him properly to act for his client. However, should every Customs broker in the Port of New York go on strike for a period of one week, the entire port would be thrown into a state of chaos. Customs brokers are perhaps the only branch in the shipping industry who must take a government examination to qualify for their license. The Customs broker must be familiar with all phases of import, such as rates of duties, special and administrative provisions of the Customs laws and regulations, the numerous conditions invoked by the various government agencies, trucking, warehousing, insurance, and foreign consular invoices.

He must likewise be familiar with

foreign exchanges, with railroad and steamship rates, and with numerous other details. Lack of proper knowledge of the foregoing usually results in penalties and fines.

Custom House Guide. This publication, located at 8 Bridge Street, New York, N. Y., comes out annually and contains, among other important subjects, an alphabetical index showing the rates of duty on 30,000 commodities. (*See specimen page 778.*)

Customary practices. *See* Definitions, foreign trade, American.

Customary tare. *See* Tare, customary.

Customer. A person who gives his custom (trade) to another.

Customs. *Duties* or taxes levied upon goods exported or imported are known as *Customs*. (*See* Duties.)

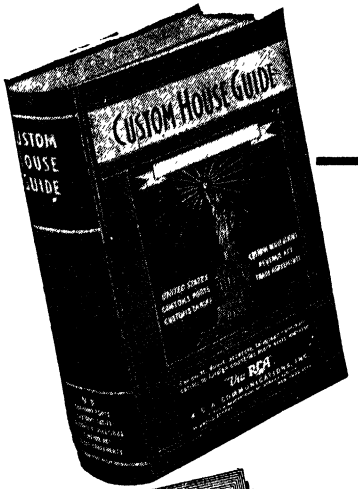
Customs, abroad. *See* Customs service, abroad.

Customs agents. (*See* Customs, Bureau of.) Not only the United States, but the territory in foreign countries where the United States Customs officers operate (for example, for ascertaining prices of goods exported to the United States, for the purpose of ad valorem duty assessment [*see* Ad valorem]), is divided into Customs agency districts. In the United States, a supervising agent is designated for each district, whereas Treasury attachés or Treasury representatives serve abroad. Customs agents are also employed in the prevention and detection of frauds upon the Customs revenue of the United States; the investigation and reporting of all irregularities concerning any phase of the Customs administration or misconduct on the part of Customs employees are the tasks of the Customs agent; violations of the Customs laws and seizures by Customs officers must be reported by them to the supervising Customs agent. In the pursuit of all these duties, the Customs agent may make searches, arrest persons, seize merchandise, carry arms, and administer oaths to witnesses. The agent further has access to all books, papers, records, and accounts of all Customs officers, including those of the collectors; they may question any Customs officer or employee, and, in fact, are responsible for anything which is irregular or illegal within their own districts. The Customs agency districts and their respective headquarters are (*see* Collection districts and ports):

No.	*Headquarters at.*	*Area (Customs Collection Districts and Foreign Countries)*
1	Boston, Mass.	1 (Maine and New Hampshire 2 (Vermont) 4 (Massachusetts) 5 (Rhode Island) 6 (Connecticut)
2	New York, N. Y.	7 (St. Lawrence) 8 (Rochester) 9 (Buffalo) 10 (New York)
5	Baltimore, Md. .	11 (Philadelphia) 12 (Pittsburgh) 13 (Maryland) 14 (Virginia) 15 (North Carolina)
6	Miami, Fla. . . .	16 (South Carolina) 17 (Georgia) 18 (Florida, the Republic of Cuba, Puerto Rico)
7	New Orleans, La.	19 (Mobile) 20 (New Orleans) 21 (Sabine) 22 (Galveston)
9	Chicago, Ill.	34 (Dakota) 35 (Minnesota) 36 (Duluth and Superior) 37 (Wisconsin) 38 (Michigan) 39 (Chicago) 40 (Indiana) 41 (Ohio) 42 (Kentucky) 43 (Tennessee) 45 (St. Louis) 46 (Omaha) 47 (Colorado)
10	El Paso, Tex. . .	23 (Laredo) 24 (El Paso) 26 (Arizona)

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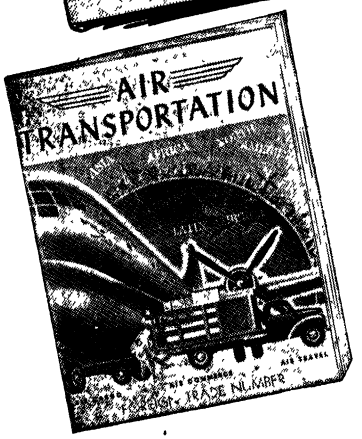
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CUSTOM HOUSE GUIDE—BOX 7, STA. P, CUSTOM HOUSE, NEW YORK 4, N. Y.

No.	Headquarters at:	Area (Customs Collection Districts and Foreign Countries)
14	San Francisco, Cal.	25 (San Diego) 27 (Los Angeles) 28 (San Francisco) 32 (Hawaii)
15	Seattle, Wash.	29 (Oregon) 30 (Washington) 31 (Alaska) 33 (Montana and Idaho)
18	Paris, France	Europe and Near East
19	Montreal, P.Q., Canada	Dominion of Canada
20	Mexico, D.F., Mexico	Republic of Mexico

Customs appraisement. *See* Appraisement (of) goods.

Customs area. *See* Area; Customs territory.

Customs auction. *See* Auction, Customs.

Customs bill of lading. *See* Bill of lading, Customs.

Customs bond. *See* Bond, Customs.

Customs broker. *See* Custom house brokers.

Customs, Bureau of. The Bureau of Customs, created in 1927, under the Commissioner of Customs, administers the powers and duties vested in the Secretary of the Treasury pertaining to the importation and entry of merchandise into and the exportation of merchandise from the United States, and to the regulation of certain marine activities.

Collection of duties and law enforcement. The Bureau's principal function is the assessment and collection of import duties and, incident to this, the prevention of smuggling, including the smuggling of contraband, such as narcotics. The Bureau co-operates with other Government agencies in enforcing the preventive, sanitary, and other laws relating to articles brought into the United States, and in some cases to outgoing articles. It maintains a service which investigates smuggling activities, compliance with the Customs and navigation laws, and such administrative matters as may require investigation.

Marine activities. The Bureau handles the registry, enrollment, and licensing of vessels; admeasurement of vessels; collection of tonnage taxes; entrance and clearance of vessels and aircraft; regulation of vessels in the coasting and fishing trades; use of foreign vessels in the territorial waters of the United States; recording of mortgages and sales of vessels; protection of steerage passengers; and the remission and mitigation of fines, penalties, and forfeitures incurred under the laws governing these matters.

Other activities. In connection with any export control program, the Bureau of Customs is charged with inspection of all export declarations and permits presented as a prerequisite to export in order to insure compliance with the licensing provisions of Departments of State and of Commerce to prevent the exportation of controlled materials of every description except under proper license or permit. When deemed necessary, an actual examination of exported articles is made by Customs officers to insure compliance with export control requirements. On the request of the licensing authorities, the Customs investigative unit conducts field investigations of individuals, firms, and corporations conducting business relating to exports of merchandise from the United States and of violations of the Export Control Act and of suspected irregular exports.

The Bureau examines, on behalf of the State Department, passports of American citizens departing from the United States at seaports and airports.

By direction of the Secretary of the Treasury, the Bureau of Customs co-

operates with the Foreign Funds Control of the Department by maintaining physical control of persons and their effects entering and leaving the United States to insure that no funds, securities, or property are taken out of or brought into the United States except in such amounts and values as may be authorized by the Secretary of the Treasury. (*See* Customs Service.)

Regulations not inconsistent with the general rules and regulations of the Treasury Department which are effective only against persons in their capacity as officers, agents, or employees of the Customs Service, and which do not prescribe procedure necessary for the public to know or follow in dealing with the Customs Service, are contained in the *Customs Manual.* Regulations which are of interest to the public as a guide to proper observance of the Customs and navigation laws are contained in the *Customs Regulations.* (*See all* Customs *headings.*)

Customs cartage (and lighterage). Cartage and lighterage done under contract or special authority in connection with all packages designated for examination at the appraiser's stores. (*See* Cartage.)

Customs catch-all provision. Customs term for articles "not otherwise provided for" in tariff and regulations.

Customs certificate. Issued by the Customs and charged for at the rate of 20 cents, generally. (*See* Customs fees.)

Customs charges. *See* Charges.

Customs clearance (of) goods. *See* Entry (of) goods; Customs entry.

Customs clearance (of) ship. *See* Vessel clearance.

Customs clearing (of) goods. *See* Entry (of) goods.

Customs clerk. *See* Clerk, Customs.

Customs collection districts. (*See* Collection districts and ports.) They are, by number:

No. 1. Maine and New Hampshire.
No. 2. Vermont.
No. 3. ———.
No. 4. Massachusetts.
No. 5. Rhode Island.
No. 6. Connecticut.
No. 7. St. Lawrence.
No. 8. Rochester.
No. 9. Buffalo.
No. 10. New York.
No. 11. Philadelphia.
No. 12. Pittsburgh.
No. 13. Maryland.
No. 14. Virginia.
No. 15. North Carolina.
No. 16. South Carolina.
No. 17. Georgia.
No. 18. Florida.
No. 19. Mobile.
No. 20. New Orleans.
No. 21. Sabine.
No. 22. Galveston.
No. 23. Laredo.
No. 24. El Paso.
No. 25. San Diego.
No. 26. Arizona.
No. 27. Los Angeles.
No. 28. San Francisco.
No. 29. Oregon.
No. 30. Washington.
No. 31. Alaska.
No. 32. Hawaii.
No. 33. Montana and Idaho.
No. 34. Dakota.
No. 35. Minnesota.
No. 36. Duluth and Superior.
No. 37. Wisconsin.
No. 38. Michigan.
No. 39. Chicago.
No. 40. Indiana.
No. 41. Ohio.
No. 42. Kentucky.
No. 43. Tennessee.
No. 44. ———.
No. 45. St. Louis.
No. 46. ———.
No. 47. Colorado.
No. 48. ———.
No. 49. Puerto Rico.

Customs collection ports. *See* Collection districts and ports.

Customs collector. The chief administrative officer of a Customs district.

Customs comptroller. *See* Comptroller (of) Customs.

Customs consignee declaration. *See* Consignee declaration (Customs).

Customs cost accounting. *See* Cost ac-

counting of production for Customs.

Customs court. *See* United States Customs Court.

Customs custody, continuous. *See* Continuous Customs custody.

Customs custody, merchandise exported (from). *See* Drawback, various.

Customs declaration. *See* Customs entry.

Customs declaration, crew's. *See* Crew's Customs declaration.

Customs entry. Imported merchandise must be entered with United States Customs at the port of arrival by the importer or his agent duly authorized in writing. There are various kinds of Customs entries, each serving a particular purpose. They are named and their use may be briefly described as follows (*see individual headings,* Customs *and* Entry *headings*; *for the technique of the Customs entry, see* Entry (of) goods):

CUSTOMS ENTRIES

Consumption entry. Consumption entries are divided into three classes—the free consumption entry, the dutiable consumption entry, and the six-months bond entry. The free consumption entry, as its name indicates, covers merchandise which is entered as not being subject to duty, for which a consumption permit is granted. The dutiable consumption entry covers merchandise entered as dutiable for which a release permit is issued. The six-months bond entry covers merchandise of specific types or for specified uses which is admitted for a temporary period without collection of duty. The consumption entry is used when the importer desires to pay the duties, if any, and secure the release of the merchandise from Customs. All Customs import formalities are completed under this entry. (*See* Entry, consumption.)

Warehouse entry. The warehouse entry is distinguished from the consumption entry in that the duties are not required to be paid at the time of entry. The importer must give a warehouse entry bond, and the merchandise must be deposited in a bonded warehouse, where such merchandise may remain during the prescribed warehouse period. Each withdrawal from bonded warehouse requires a particular form of entry, and a description of each of these will appear later. Warehouse entry is not permitted for goods not subject to duty, perishable articles, or explosives. (*See* Warehouse entry.)

Warehouse withdrawal for consumption. When the importer desires to secure release from Customs of merchandise in bonded warehouse, a "warehouse withdrawal for consumption" is filed for the quantity to be withdrawn, duty being paid only on such portion as is withdrawn.

Warehouse withdrawal conditionally free. Certain articles may be withdrawn under certain conditions free of duty—for example, supplies for certain classes of vessels and salt for curing fish.

Withdrawal for transportation and exportation entry. Under this type of entry, merchandise in warehouse is withdrawn for the purpose of exporting it from the United States within the warehousing period, without the payment of duty. The transportation feature arises where the port of exportation is other than the port at which the merchandise is warehoused. (*See* Entry, transportation and exportation.)

Withdrawal for transportation entry. When it is desired to transfer merchandise in warehouse to some other port of entry in the United States without the payment of duty, this is the appropriate entry to be used. Such transportation is made in bond (*see specimens, pages 807–808*).

Rewarehouse entry. If merchandise

arriving under a "warehouse withdrawal for transportation entry" is to be again placed in bonded warehouse, a rewarehouse entry is made. This is the same as the warehouse entry. The warehouse period is computed from the date of arrival of the goods in the United States.

Combined rewarehouse entry and withdrawal for consumption. This entry is to secure delivery from Customs of the merchandise upon arrival at the destination of the transportation entry and requires payment of the duties. Actual rewarehousing does not occur, the place of unlading being considered as a constructive warehouse.

Bonded manufacturing warehouse entry. Imported merchandise to be used in the manufacture of articles, such articles being exported without duty being charged on the imported merchandise, is entered under this form of entry.

Immediate transportation without appraisement entry. Imported merchandise is not required to be cleared from Customs at the port of arrival but may be forwarded in bond to another port in the United States for formal clearance under an immediate transportation without appraisement entry. (*See* Entry release.)

Transportation and exportation entry. Merchandise arriving in the United States and destined for a foreign country may be transported in bond through the United States for exportation under this entry. (*See* Entry, transportation and exportation.)

Exportation entry. An exportation entry is used for merchandise which is exported from the port of arrival in the United States.

Informal entry. Merchandise not exceeding $100 in value may, in the discretion of the collector of Customs, be entered on an informal entry at places where there are Customs officers competent to examine and appraise the articles and assess duties. The informal entry may also be used for household effects used abroad and personal effects not imported in pursuance of a purchase or agreement for purchase and not intended for sale, regardless of their value, when arriving from contiguous foreign territory.

Appraisement entry. An appraisement entry may be made for:

Merchandise damaged on the voyage of importation, by fire or through marine casualty or any other cause, without fault on the part of the shipper.

Merchandise recovered from a wrecked or stranded vessel.

Household effects used abroad and personal effects, not imported in pursuance of a purchase or agreement for purchase and not intended for sale.

Articles sent by persons in foreign countries as gifts to persons in the United States.

Tools of trade of a person arriving in the United States.

Personal effects of citizens of the United States who have died in a foreign country.

Articles which are second-hand or damaged or deteriorated, or are not the subject of a commercial transaction.

Articles, in certain cases, for which the importer cannot declare a value.

Mail entry. This entry is used for merchandise imported through the mails when the value of the importation does not exceed $100. Formal entry is required when the value exceeds $100.

Baggage declaration and entry. This is used for clearing through Customs the baggage of persons arriving in the United States.

Drawback entry. The drawback entry is used in connection with claims for drawback of duties on merchan-

dise which has been exported from the United States with benefit of drawback.

Exhibition entry. This entry is for importations of works of art and certain other kinds of articles which, under certain conditions, may be brought into the United States free of duty for exhibition.

Special-delivery packages. A special entry to expedite the delivery of imported parcels and packages, not exceeding $500 in value, and not exceeding 100 pounds in weight, imported in American vessels.

Entry of equipment and repairs to vessels. This entry covers equipment purchased for, and repairs made upon, American vessels in a foreign country.

Customs examination. (*See* Appraisement; Appraiser; Customs examiner.) In the United States, the appraiser causes to be examined all merchandise designated by the collector of Customs, who is the chief administrative officer of the Customs district, and all such additional quantities, packages, or parts thereof as he may deem necessary. Examination takes place at the public stores, unless otherwise agreed to by the appraiser, in which case it may also be examined on the wharf, on the importer's premises, or at any other suitable place. Matches and other inflammable articles are never examined at the public stores.

Customs examiner. An officer of Customs who, under the direction of appraiser and/or assistant appraisers, examines and inspects imported merchandise and reports their value and such other facts and data as the appraiser may require for his appraisement of the goods so imported and examined, and for his report. He may also perform such other duties as may be prescribed by the appraiser or by general rules and regulations. (*See* Customs examination.)

Customs fees. A table of the rates of fees for various Customs services and material is posted in offices of the comptroller, surveyor, and collector. For example, Customs certificates (*see* Customs certificate) are charged for, as well as all copies of weighers' reports or other records. Thus, importers are allowed to employ Customs employees for the copying of records, but they have to reimburse the government for the actual cost of labor and materials. When such copies are certified as correct, they are charged for at a standard rate. The Customs also charge for storage in government-owned or -rented buildings, work performed, labor and drayage, and forms. (*See* Customs forms.)

Customs forms. Printed in pads of 100 (if not too large) and sold to the public at the prices printed on them. An importer can have his own name and address, the number and name of his customs district, and other information printed on these forms, in which case they are not delivered in pads; such orders must be for not less than 5,000; their price is agreed upon when the order is filed, and the order must be made at least three months prior to the date on which forms are needed.

Customs inspector. An officer who supervises all vessels coming into his district and reports all discovered violations of the revenue or navigation laws. Customs inspectors board vessels arriving from foreign ports, superintend discharge of cargoes and their delivery, and inspect and superintend the unlading of baggage of arriving passengers and of merchandise exported claiming benefit of drawback (*see* Drawback), as well as shipment of goods for exportation or transportation in bond. They also, when necessary, examine papers of American vessels, to see whether they are properly documented. (*See* Drawback, inspection (of) shipments.)

Customs invoice. *See* Invoice, import.

Customs Manual. *See* Customs Service.

Customs marine activities. *See* Customs, Bureau of, *heading:* "Marine Activities."

Customs officers. The Customs officers are charged with the various duties, examinations, inspections, and other activities which are required to carry out all the details, rules, regulations, and laws as represented by the Customs Statutes and Regulations of the United States. (*See* Customs *headings.*) These regulations also provide in detail for all appointments by the President, since they are separate and distinct from the rest of the personnel, which is in the classified civil service. The Presidential appointees are:

The collectors (except at San Juan, Puerto Rico, and Charlotte Amalie, Virgin Islands), comptrollers, the surveyor of Customs at New York, and the appraiser of merchandise at New York.

The term *Officer of the Customs* means any officer in the Customs Service, or any commissioned, warrant, or petty officer of the Coast Guard, or agent or other person authorized by law or by the Secretary of the Treasury, or appointed in writing by a collector, to perform the duties of an officer of the Customs Service.

All other positions, with the exception of those of Schedule A of the Civil Service Act, are subject to the latter's rules and requirements. They are of varied description, but their title practically designates their share in the execution of the laws and regulations pertaining to the entry and appraisement of imported merchandise, the collection of duties on such importations, and all the other functions and activities of the Customs, including those relating to vessels. The foreign trader will come into contact with all of them, at one time or another, and he will become acquainted with both their titles and their functions, which, moreover, are prescribed in detail in the Customs Manual and the Customs Regulations, as, for example: the deputy collector, comptroller, field auditor, surveyor, assistant surveyor, staff officers (who board passenger vessels, among other duties), and inspectors. Then there are weighers, gaugers, and measurers, automatic scale experts, port patrol officers, and watchmen; further, the appraiser, the assistant appraisers, deputy appraiser, examiners, verifiers, openers and packers, samplers, and chemists (in the laboratory). Again, there are the Customs agents, the patrol inspectors, liaison officers (field representatives of the Commissioner), and all the officials and employees, from bookkeepers to watchmen, who make up this force. (*See* Customs Service.)

Customs patrol districts. (*See* Customs, Bureau (of); Customs agents.) There are three such districts, and their respective headquarters, as well as the collection districts assigned to each patrol, are as follows:

District and Headquarters	*Customs Collection Districts*
Northeast:	
Buffalo, N. Y.....	38 (Michigan)
	41 (Ohio)
	9 (Buffalo)
	8 (Rochester)
	7 (St. Lawrence)
	2 (Vermont)
	1 (Maine and New Hampshire)
	39 (Illinois)
	40 (Indiana)
Southwest:	
El Paso, Tex. . . .	23 (Laredo)
	24 (El Paso)
	26 (Arizona)
	25 (San Diego)
Northwest:	
Havre, Mont.....	30 (Washington)
	33 (Montana and Idaho)
	34 (Dakota)
	36 (Duluth and Superior)
	37 (Wisconsin)

The patrol inspectors patrol the Mexican and Canadian borders of the United States.

Customs port patrol officers. They are appointed to guard merchandise in Customs custody and to prevent the illegal or irregular landing or delivery of imported merchandise. They are authorized to stop and search persons and examine packages and articles found in their possession, and also have authority to arrest any person detected in the act of smuggling, and may make seizures of merchandise illegally landed.

Customs port (of) documentation. (*See* Documentation, port of.) The port at which the vessel is documented.

Customs, railroad shipments. *See* Railroad shipments (through) Customs.

Customs Regulations. (*See* Customs, Bureau of.) The Secretary of the Treasury superintends the collection of the revenue from imports and has authority to prescribe rules and regulations to that end. His powers and duties in this field have been delegated largely to the Commissioner of Customs. Such Regulations are published regularly by the Bureau of Customs of the United States Treasury Department, and they are supplemented by the weekly so-called "Treasury Decisions." Many of the Customs laws of all countries are found in their general tariff acts. The regulations in the United States are made and published for the purpose of carrying out the Customs air commerce and navigation laws.

Customs release. *See* Entry release.

Customs schedules. All articles imported into the United States are subject to duty unless specifically exempted therefrom. The principal statute prescribing rates of duty and providing for exemptions from duty is the Tariff Act of 1930, a copy of which, if available, may be obtained from the Superintendent of Documents, Government Printing Office, Washington, D. C. This copy, however, will not show the revisions by President's proclamations or reciprocal trade agreements. The up-to-date Tariff Act, containing such revisions and agreements, will be found in the annual *Custom House Guide*, New York 4, which shows also the rates of duty on 30,000 alphabetically arranged commodities. (*See specimen, page 778.*)

In several instances, rates of duty prescribed in the tariff act have been modified by proclamations of the President made under authorities granted him in section 336 (the flexible tariff) and section 350 (Trade Agreements Act) of the Tariff Act of 1930. Additional changes of these kinds may be expected from time to time.

The rates of duty and similar charges in force are ad valorem, specific, and compound. (*See* Duty, ad valorem; Duty, specific; Duty, compound.)

Ad valorem duties and the ad valorem element of compound rates of duty are assessed on the basis of the dutiable value as provided for in sections 402 and 503 of the Tariff Act of 1930. In certain specific cases, the paragraph of the tariff act providing for the rate of duty, or a proclamation of the President under section 336 of the tariff act, requires the assessment of duty on the basis of the American selling price of a competitive domestic article, or the United States value of the imported article. These values are defined in section 402 of the tariff act.

Unless the paragraph of the tariff act prescribing the rate of duty specifically provides otherwise, specific rates of duty and the specific element of compound rates of duty are assessed on the net quantity (such as pounds, square yards, or gallons) of the im-

ported goods. The ton referred to in tariff provisions is a ton of 2,240 pounds, except in cases where the statute specifies a ton of 2,000 pounds. The tariff gallon is the American gallon of 231 cubic inches.

Imported articles may be free of duty under some provision of the free list of the tariff act, either unconditionally, as in the case of bananas and coffee, or conditionally, as in the case of some kinds of church goods and certain effects of persons arriving in the United States from abroad.

Whether articles are dutiable or free under the schedules of the tariff act, they may be subject to the assessment of supplementary or additional duties under special provisions of the act; to import taxes under the Internal Revenue Code; to compensating taxes under the Agricultural Adjustment Act, as amended; and to internal-revenue taxes under the internal-revenue statutes. In a few instances of minor importance, a provision for exemption from duty appears in a statute other than the tariff act.

Treasury Decisions. Rulings of the Bureau of Customs of general interest to importers are published in the weekly Treasury Decisions and subsequently in bound volumes. Judicial decisions classifying imported articles for tariff purposes and construing and applying other than the classification provisions of the tariff laws appear in the same publications. The weekly Treasury Decisions may be obtained from the Superintendent of Documents, Government Printing Office, Washington 25, D. C. Rulings of the Bureau of Customs and other government departments affecting imports appear in the monthly *American Import and Export Bulletin*, New York 4, N. Y.

Other regulations. Regulations promulgated by the Commissioner of Customs, with the approval of the Secretary of the Treasury, pursuant to various general and specific provisions of the tariff laws are published in the Customs Regulations of 1943, a copy of which may be obtained from the Superintendent of Documents. Amendments to these regulations and supplementary Customs regulations are published from time to time in the weekly Treasury Decisions.

Customs seal. The Customs seal of the United States, consisting of the national arms within a circle, according to a design furnished by the Treasury Department, is impressed upon all documents requiring such an impress. While not used for papers and documents passing within the Customs Service itself, it is impressed on marine documents and landing certificates, certificates of weight, gauge, or measure, and similar documents intended for outsiders. The Customs seal is not used in the manner of a notary seal to indicate authority to administer oaths.

Customs Service. The foreign trader, or, in this sense, the public, when dealing with the Customs Service, can refer to the *Customs Regulations* as a guide to proper observance of the Customs and navigation laws of the United States. The regulations relating to the organization of the Bureau of Customs, issued pursuant to the order of the Secretary of the Treasury, detailing the rights, privileges, powers, and duties of the Commissioner of Customs and the duties of the Bureau's personnel, are published in the *Customs Manual*, for the instruction and guidance of all officers and employees of the Customs Service. (*See* Customs officers.) Headed by the Commissioner of Customs, who is a career officer (contrary to the presidential, that is, political appointees), the headquarters office in Washington, D. C., is divided into the following divisions and sections:

Division of Personnel

Division of Engineering and Weighing
Division of Laboratories
Supervisor of appraiser's office
Mail and files section*
Enforcement section*
Division of Tariff and Marine Administration
Drawback and bonds section*
Division of Fiscal Administration
Entry and appraisement section*
Import control section*
Tariff classification section*
Division of Training
Division of Investigation and Patrol

The Customs Service itself, and its purposes as well as its procedures, are of the greatest importance both to the nation and to those citizens and their interests which in any way are directly or indirectly connected with foreign trade and its almost innumerable ramifications of shipping, importing, exporting, manufacturing, carting, weighing, warehousing, and the thousand and one things generally described in two words: *foreign trade.* While the very nature of the Customs Service, the great variety of merchandise and products handled, and the many regulations and rules which its procedure demands, make it very complicated, it is very competent. (*See* Customs, Bureau (of).)

For purposes of administration, the United States and its possessions are divided into 45 Customs districts (*see* Collection districts and ports), any of which may include a number of ports of entry. One port in a district is designated as headquarters port. The collector, who is the chief administrative officer in a Customs district, is located at the headquarters port and is represented at other ports by deputy collectors. At a port where there is no appraiser, the deputy collector or some other officer acts as appraiser. (*See* Appraiser.) It is most important for every owner or charterer of any carrier by air, on land, or by sea, as well as every exporter from and every importer to the United States, to know the locations of these districts and ports, for they are the alpha and omega of all foreign trade, and all the carriers who take part in bringing or taking merchandise to and from the United States (*see list under* Collection districts and ports; *also the list under* Customs collection districts).

Customs service abroad. The organization of the Customs service of foreign countries varies, but generally it is divided into two parts: administration and police supervision. The administration attends to all inside and paper work, such as examination of declarations and documents, and also examines merchandise, appraises it, and collects duties. The police service is performed by the border police, or Customs guards, to prevent smuggling across the boundaries and at the seaports and coasts (where countries border on the sea). (*See* Certificate, consular; Invoice, consular; Certificate of origin; Consul.)

Customs stations. Places other than ports of entry, at which Customs officers or employees are stationed to enter and clear vessels, accept entries of merchandise, collect duties, and enforce the various provisions of the Customs and navigation laws, are known as *Customs stations.*

Customs tare. *See* Tare, Customs.

Customs territory. (*See* Zone, foreign trade.) The United States of America and its possessions, including the marginal waters to the three-mile limit on the seaboard and the waters to the boundary line on the Northern and Southern boundaries.

Customs union. An agreement between countries to include parts of them

* The six sections marked with an asterisk comprise the Division of Tariff and Marine Administration.

within the other's sovereign territory, on account of their geography, general location, and/or constant exchange of merchandise and services, thereby facilitating the supervision of duties (*see* Tariff union).

Customs warehouse. *See* Stores, public; Warehouse, bonded.

Customs waters. This term means, in the case of a foreign vessel subject to a treaty or other arrangement between a foreign government and the United States enabling or permitting the authorities of the United States to board, examine, search, seize, or otherwise to enforce upon such vessel upon the high seas the laws of the United States, the waters within such distance of the coast of the United States as the said authorities are or may be so enabled or permitted by such treaty or arrangement and, in the case of every other vessel, the waters within four leagues of the coast of the United States.

Cwt. Abbreviation for *hundredweight.*

D

Damage, air shipments. The Air Transportation Convention of Warsaw, in Chapter III, sets forth liability of air carriers in detail. (*See* Air Transportation Convention of Warsaw; *also see* Insurance, air.)

Damage (on) railroads. *See* Loss or damage on railroads.

Damage, sea. Damage caused by the sea or seawater. (*See* Responsibilities and liabilities, carrier and ship.)

Damage, sea shipments. (*See* Responsibilities and liabilities, carrier and ship.) The 1924 International Convention of Brussels for the unification of certain rules concerning bills of lading sets forth (in detail) the liability of sea carriers in cases of damage. (*See* Bill of lading, unification; *also see appropriate* Insurance *headings.*)

Damage (in) transit. Sales contracts should stipulate whether buyer or seller is liable for damage in transit. (*See* Conditions of sale, *heading:* "Damage in transit.")

Dangerous goods. *See* Responsibilities and liabilities, carrier and ship, *heading:* "Rights and immunities."

Date (of) delivery. *See* Delivery date.

Date draft. *See* Draft, date.

Date (of) exportation. For the purpose of the appraiser in ascertaining the market value of goods, the date on which the merchandise actually leaves the country of exportation for the United States. (*See* Appraiser, Customs.)

If the merchandise is shipped directly by water from the country of export, the date of the sailing of the vessel is the date of exportation. Since the act of exportation is not complete until the merchandise finally leaves the jurisdiction of the exporting country, if a vessel with merchandise on board sails from two or more ports, or more than once from the same port of the exporting country, whether or not stopping on the intervening voyage at a port of another jurisdiction, or if the merchandise is transshipped in another jurisdiction and subsequently re-enters the jurisdiction of the exporting country on another vessel, or if the merchandise is transshipped to another vessel in the same jurisdiction, the date the vessel (on which the merchandise finally leaves the exporting country) sails from the last port thereof is the date of exportation. When the merchandise is shipped from an interior country through the ports of another country or from a country contiguous to the United States, the date of exportation is the date on which the merchandise crosses the border of the country of exportation and passes beyond the control of the government of such country. These provisions apply also to merchandise shipped directly by air. (*See* Value (for) appraisement.)

Date (of) importation. The date on which the entry of goods is accepted by the collector of Customs. 'For importation by vessel, *see* Entry (of) goods.

Date (of) shipment. *See* Time (of) shipment.

Date terms. *See* Letter of credit, *heading:* "Interpretation of terms."

Day. So far as Customs are concerned, this means the time from 8:00 a.m. to 5:00 p.m.

Day (of) arrival price. *See* Price (on) day of arrival.

Day (of) business. *See* Business day.

Day, business. *See* Business day.

Day, prompt. *See* Prompt day.

Day (of) shipment price. *See* Price (on) day of shipment.

Days, current. The current, "running" days are the days following each other, regardless of non-working days or holidays, in contrast to "working days." In connection with air transportation, "days," according to the rulings of the Warsaw Air Convention, means current and not working days. (*See* Air Transportation Convention of Warsaw.)

Days (of) grace. The days allowed for the payment of a draft after it becomes due (*see* Draft, due date; Grace, days (of)).

Days, working. The days which do not include Sundays and holidays; the workdays.

Dead cargo. *See* Ballast.

Dead freight. When a charterer fails to provide a full cargo for the vessel chartered, he has nevertheless to pay for the full tonnage which was the basis of his charter price, and has to make up the loss thus accruing to the shipowner. This is called *dead freight.* (*See also* Charter, dead freight.)

Dead space. The charge levied by an ocean-going vessel for space that was reserved for a shipment that did not reach the steamer in time for departure, or that was not shipped for some other cause. (*See* Shipping space.)

Deadweight tonnage. *See* Ton, deadweight.

Deadweight tons. *See* Ton, deadweight.

Dealer, auction. *See* Auction dealer.

Deals, barter. *See* Barter.

Debenture. *See* Certificate, debenture.

Debenture, drawback. *See* Drawback debenture.

Debit. From the Latin *debere,* "to owe"; the entry of any sum owed (on the left side of a ledger). It is also used as a verb to denote charging or booking such a debt. (*See* Credit.)

Debt, floating. *See* Floating debt.

Debt, funded. *See* Funded debt.

Debt, national. *See* National debt.

Debtor. The person who owes.

Debtor country. *See* Nation, debtor.

Debtor nation. *See* Nation, debtor.

Decimal system. A system of coinage, measurements, and numbering that consists of units of ten, so that each unit can be divided by ten.

Decisions, Treasury. *See* Treasury Decisions.

Deck cargo. Cargo put on deck instead of, as usual, below deck (*see* Insurance, deck cargo).

Deck cargo insurance. *See* Insurance, deck cargo.

Declaration (of) consignee. *See* Consignee declaration.

Declaration (for) Customs. *See* Customs entry.

Declaration, Customs, crew's. *See* Crew's Customs declaration.

Declaration (of) entry (of) goods. *See* Entry (of) goods.

Declaration, export, postal. *See* Postal services.

Declaration, export shipper's. *See* Export shipper's declaration.

Declaration (of) shipper (of) food, drug, and cosmetic products. *See* Food imports.

Declaration (of) vessel. The obligation of a seller to disclose or "declare" the name of the vessel on which complete or part of a shipment has been made.

Declared valuation, shipper's, (for) carriage. *See* Air transportation and charges.

Defect, inherent. *See* Inherent vice.

Deferred rebates. *See* Freight, deferred rebates.

Definite time delivery. *See* Delivery time.

Definitions, foreign trade, American. (*See* Conditions (of) sale; Quotation.) The definition of foreign trade terms and the acceptance of such definition by both buyer and seller are, of course, of utmost importance if later misunderstandings and differences are to be avoided. The following definitions of foreign trade have been adopted (1941) by a joint committee representing the Chamber of Commerce of the United

States of America, the National Council of American Importers, Inc., and the National Foreign Trade Council, Inc. These so-called *Revised American Foreign Trade Definitions, 1941* should be used by both exporters and importers. These revised definitions have no status at law unless there is specific legislation providing for them, or unless they are confirmed by court decisions. Hence, it is suggested that sellers and buyers agree to their acceptance as part of the contract of sale. These revised definitions will then become legally binding upon all parties. Adoption of these revised terms by exporters and importers will also impress on all parties concerned their respective responsibilities and rights.

As foreign trade definitions have been issued by organizations in various parts of the world, and as the courts of various countries have interpreted these definitions in different ways, it is important that sellers and buyers agree that their contracts are subject to the *Revised American Foreign Trade Definitions, 1941*, and that the various points listed be accepted by both parties.

In addition to the foreign trade terms there are also listed herein terms that are used at times, such as *Free Harbor, C.I.F. & C.* (Cost, Insurance, Freight, and Commission), *C.I.F.C. & I.* (Cost, Insurance, Freight, Commission, and Interest), *C.I.F. Landed* (Cost, Insurance, Freight, Landed), and others. None of these should be used unless there has first been a definite understanding as to the exact meaning thereof. It is unwise to attempt to interpret other terms in the light of the terms given herein. Hence, whenever possible, one of the terms defined herein should be used.

It is unwise to use in quotations or in contracts abbreviations which might be subject to misunderstanding.

When making quotations, the familiar terms "hundredweight" and "ton" should be avoided. A hundredweight can be 100 pounds of the short ton, or 112 pounds of the long ton. A ton can be a short ton of 2,000 pounds, or a metric ton of 2,204.6 pounds, or a long ton of 2,240 pounds. Hence, the type of hundredweight or ton should be clearly stated in quotations and in sales confirmations. Also, all terms referring to quantity, weight, volume, length, or surface should be clearly defined and agreed upon.

If inspection, or certificate of inspection, is required, it should be agreed, in advance, whether the cost thereof is for the account of the seller or of the buyer.

Unless otherwise agreed upon, all expenses are for the account of the seller up to the point at which the buyer must handle the subsequent movement of goods.

There are a number of elements in a contract that do not fall within the scope of these foreign trade definitions. Hence, no mention of these is made herein. Seller and buyer should agree to these separately when negotiating contracts. This statement applies particularly to so-called "customary" practices.

DEFINITIONS OF QUOTATIONS

NOTE: *Seller and buyer should consider not only the definitions but also the "Comments on All F.O.B. Terms" given at the end of this section in order to understand fully their respective responsibilities and rights under the several classes of "F.O.B." terms.*

(I) EX (Point of Origin)

"EX FACTORY", "EX MILL", "EX MINE", "EX PLANTATION", "EX WAREHOUSE", etc. (named point of origin)

Under this term, the price quoted applies only at the point of origin, and the seller agrees to place the goods at

the disposal of the buyer at the agreed place on the date or within the period fixed.

Under this quotation:

Seller must

(1) bear all costs and risks of the goods until such time as the buyer is obliged to take delivery thereof;

(2) render the buyer, at the buyer's request and expense, assistance in obtaining the documents issued in the country of origin, or of shipment, or of both, which the buyer may require either for purposes of exportation, or of importation at destination.

Buyer must

(1) take delivery of the goods as soon as they have been placed at his disposal at the agreed place on the date or within the period fixed;

(2) pay export taxes, or other fees or charges, if any, levied because of exportation;

(3) bear all costs and risks of the goods from the time when he is obligated to take delivery thereof;

(4) pay all costs and charges incurred in obtaining the documents issued in the country of origin, or of shipment, or of both, which may be required either for purposes of exportation, or of importation at destination.

(II) F.O.B. (Free on Board)

(II-A) "F.O.B. (named inland carrier at named inland point of departure)"*

Under this term, the price quoted applies only at inland shipping point, and the seller arranges for loading of the goods on, or in, railway cars, trucks, lighters, barges, aircraft, or other conveyance furnished for transportation.

Under this quotation:

Seller must

(1) place goods on, or in, conveyance, or deliver to inland carrier for loading;

(2) provide clean bill of lading or other transportation receipt, freight collect;

(3) be responsible for any loss or damage, or both, until goods have been placed in, or on, conveyance at loading point, and clean bill of lading or other transportation receipt has been furnished by the carrier;

(4) render the buyer, at the buyer's request and expense, assistance in obtaining the documents issued in the country of origin, or of shipment, or of both, which the buyer may require either for purposes of exportation, or of importation at destination.

Buyer must

(1) be responsible for all movement of the goods from inland point of loading, and pay all transportation costs;

(2) pay export taxes, or other fees or charges, if any, levied because of exportation;

(3) be responsible for any loss or damage, or both, incurred after loading at named inland point of departure;

(4) pay all costs and charges incurred in obtaining the documents issued in the country of origin, or of shipment, or of both, which may be required either for purposes of exportation, or of importation at destination.

(II-B) "F.O.B. (named inland carrier at named inland point of departure) FREIGHT PREPAID TO (named point of exportation)"*

Under this term, the seller quotes a price including transportation charges to the named point of exportation and prepays freight to named point of exportation, without assuming responsibility for the goods after obtaining a clean bill of lading or other transportation receipt at named inland point of departure.

Under this quotation:

Seller must

(1) assume the seller's obligations as under II-A, except that under (2) he must provide clean bill of lading or other transportation receipt, freight prepaid to named point of exportation.

Buyer must

(1) assume the same buyer's obligations as under II-A, except that he does not pay freight from loading point to named point of exportation.

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* See Note above and "Comments on All F.O.B. Terms."

(II-C) "F.O.B. (named inland carrier at named inland point of departure) FREIGHT ALLOWED TO (named point)"*

Under this term, the seller quotes a price including the transportation charges to the named point, shipping freight collect and deducting the cost of transportation, without assuming responsibility for the goods after obtaining a clean bill of lading or other transportation receipt at named inland point of departure.

Under this quotation:

Seller must

(1) assume the same seller's obligations as under II-A, but deducts from his invoice the transportation cost to named point.

Buyer must

(1) assume the same buyer's obligations as under II-A, including payment of freight from inland loading point to named point, for which seller has made deduction.

(II-D) "F.O.B. (named inland carrier at named point of exportation)"*

Under this term, the seller quotes a price including the costs of transportation of the goods to named point of exportation, bearing any loss or damage, or both, incurred up to that point.

Under this quotation:

Seller must

(1) place goods on, or in, conveyance, or deliver to inland carrier for loading;

(2) provide clean bill of lading or other transportation receipt, paying all transportation costs from loading point to named point of exportation;

(3) be responsible for any loss or damage, or both, until goods have arrived in, or on, inland conveyance at the named point of exportation;

(4) render the buyer, at the buyer's request and expense, assistance in obtaining the documents issued in the country of origin, or of shipment, or of both, which the buyer may require either for purposes of exportation, or of importation at destination.

Buyer must

(1) be responsible for all movement of the goods from inland conveyance at named point of exportation;

(2) pay export taxes, or other fees or charges, if any, levied because of exportation;

(3) be responsible for any loss or damage, or both, incurred after goods have arrived in, or on, inland conveyance at the named point of exportation;

(4) pay all costs and charges incurred in obtaining the documents issued in the country of origin, or of shipment, or of both, which may be required either for purposes of exportation, or of importation at destination.

(II-E) "F.O.B. VESSEL (named port of shipment)"*

Under this term, the seller quotes a price covering all expenses up to, and including, delivery of the goods upon the overseas vessel provided by, or for, the buyer at the named port of shipment.

Under this quotation:

Seller must

(1) pay all charges incurred in placing goods actually on board the vessel designated and provided by, or for, the buyer on the date or within the period fixed;

(2) provide clean ship's receipt or on-board bill of lading;

(3) be responsible for any loss or damage, or both, until goods have been placed on board the vessel on the date or within the period fixed;

(4) render the buyer, at the buyer's request and expense, assistance in obtaining the documents issued in the country of origin, or of shipment, or of both, which the buyer may require either for purposes of exportation, or of importation at destination.

Buyer must

(1) give seller adequate notice of name, sailing date, loading berth of, and delivery time to, the vessel;

(2) bear the additional costs incurred and all risks of the goods from the time when the seller has placed them at his

* See Note and "Comments on all F.O.B. Terms."

disposal if the vessel named by him fails to arrive or to load within the designated time;

(3) handle all subsequent movement of the goods to destination:

(a) provide and pay for insurance;

(b) provide and pay for ocean and other transportation;

(4) pay export taxes, or other fees or charges, if any, levied because of exportation;

(5) be responsible for any loss or damage, or both, after goods have been loaded on board the vessel;

(6) pay all costs and charges incurred in obtaining the documents, other than clean ship's receipt or bill of lading, issued in the country of origin, or of shipment, or of both, which may be required either for purposes of exportation, or of importation at destination.

(II-F) "F.O.B. (named inland point in country of importation)"*

Under this term, the seller quotes a price including the cost of the merchandise and all costs of transportation to the named inland point in the country of importation.

Under this quotation:

Seller must

(1) provide and pay for all transportation to the named inland point in the country of importation;

(2) pay export taxes, or other fees or charges, if any, levied because of exportation;

(3) provide and pay for marine insurance;

(4) provide and pay for war risk insurance, unless otherwise agreed upon between the seller and buyer;

(5) be responsible for any loss or damage, or both, until arrival of goods on conveyance at the named inland point in the country of importation;

(6) pay the costs of certificates of origin, consular invoices, or any other documents issued in the country of origin, or of shipment, or of both, which the buyer may require for the importation of goods into the country of destination and, where necessary, for their passage in transit through another country;

(7) pay all costs of landing, including wharfage, landing charges, and taxes, if any;

(8) pay all costs of customs entry in the country of importation;

(9) pay customs duties and all taxes applicable to imports, if any, in the country of importation.

NOTE: *The seller under this quotation must realize that he is accepting important responsibilities, costs, and risks, and should therefore be certain to obtain adequate insurance. On the other hand, the importer or buyer may desire such quotations to relieve him of the risks of the voyage and to assure him of his landed costs at inland point in country of importation. When competition is keen, or the buyer is accustomed to such quotations from other sellers, seller may quote such terms, being careful to protect himself in an appropriate manner.*

Buyer must

(1) take prompt delivery of goods from conveyance upon arrival at destination;

(2) bear any costs and be responsible for all loss or damage, or both, after arrival at destination.

COMMENTS ON ALL F.O.B. TERMS

In connection with F.O.B. terms, the following points of caution are recommended:

1. The method of inland transportation, such as trucks, railroad cars, lighters, barges, or aircraft should be specified.

2. If any switching charges are involved during the inland transportation, it should be agreed, in advance, whether these charges are for account of the seller or the buyer.

3. The term "F.O.B. (named port)", without designating the exact point at which the liability of the seller terminates and the liability of the buyer begins, should be avoided. The use of this term gives rise to disputes as to the liability of the seller or the buyer in the

* See Note and "Comments on all F.O.B. Terms."

event of loss or damage arising while the goods are in port, and before delivery to or on board the ocean carrier. Misunderstandings may be avoided by naming the specific point of delivery.

4. If lighterage or trucking is required in the transfer of goods from the inland conveyance to ship's side, and there is a cost therefor, it should be understood, in advance, whether this cost is for account of the seller or the buyer.

5. The seller should be certain to notify the buyer of the minimum quantity required to obtain a carload, a truckload, or a barge-load freight rate.

6. Under F.O.B. terms, excepting "F.O.B. (named inland point in country of importation)", the obligation to obtain ocean freight space, and marine and war risk insurance, rests with the buyer. Despite this obligation on the part of the buyer, in many trades the seller obtains the ocean freight space, and marine and war risk insurance, and provides for shipment on behalf of the buyer. Hence, seller and buyer must have an understanding as to whether the buyer will obtain the ocean freight space, and marine and war risk insurance, as is his obligation, or whether the seller agrees to do this for the buyer.

7. For the seller's protection, he should provide in his contract of sale that marine insurance obtained by the buyer include standard warehouse to warehouse coverage.

(III) F.A.S. (Free Along Side)

NOTE: *Seller and buyer should consider not only the definitions but also the "Comments" given at the end of this section, in order to understand fully their respective responsibilities and rights under "F.A.S." terms.*

"F.A.S. VESSEL (named port of shipment)"

Under this term, the seller quotes a price including delivery of the goods along side overseas vessel and within reach of its loading tackle.

Under this quotation:

Seller must

(1) place goods along side vessel or on dock designated and provided by, or for, buyer on the date or within the period fixed; pay any heavy lift charges, where necessary, up to this point;

(2) provide clean dock or ship's receipt;

(3) be responsible for any loss or damage, or both, until goods have been delivered along side the vessel or on the dock;

(4) render the buyer, at the buyer's request and expense, assistance in obtaining the documents issued in the country of origin, or of shipment, or of both, which the buyer may require either for purposes of exportation, or of importation at destination.

Buyer must

(1) give seller adequate notice of name, sailing date, loading berth of, and delivery time to, the vessel;

(2) handle all subsequent movement of the goods from along side the vessel:

- (a) arrange and pay for demurrage or storage charges, or both, in warehouse or on wharf, where necessary;
- (b) provide and pay for insurance;
- (c) provide and pay for ocean and other transportation;

(3) pay export taxes, or other fees or charges, if any, levied because of exportation;

(4) be responsible for any loss or damage, or both, while the goods are on a lighter or other conveyance along side vessel within reach of its loading tackle, or on the dock awaiting loading, or until actually loaded on board the vessel, and subsequent thereto;

(5) pay all costs and charges incurred in obtaining the documents, other than clean dock or ship's receipt, issued in the country of origin, or of shipment, or of both, which may be required either for purposes of exportation, or of importation at destination.

F.A.S. COMMENTS

1. Under F.A.S. terms, the obligation to obtain ocean freight space, and marine and war risk insurance, rests with the buyer. Despite this obligation on the part of the buyer, in many

trades the seller obtains ocean freight space, and marine and war risk insurance, and provides for shipment on behalf of the buyer. In others, the buyer notifies the seller to make delivery along side a vessel designated by the buyer and the buyer provides his own marine and war risk insurance. Hence, seller and buyer must have an understanding as to whether the buyer will obtain the ocean freight space, and marine and war risk insurance, as is his obligation, or whether the seller agrees to do this for the buyer.

2. For the seller's protection, he should provide in his contract of sale that marine insurance obtained by the buyer include standard warehouse to warehouse coverage.

(IV) C. & F. (Cost and Freight) "C.I.F. (Cost, Insurance, Freight)"

NOTE: *Seller and buyer should consider not only the definitions but also the "C. & F. Comments" and the "C. & F. and C.I.F. Comments," in order to understand fully their respective responsibilities and rights under "C. & F." terms.*

"C. & F. (named point of destination)"

Under this term, the seller quotes a price including the cost of transportation to the named point of destination.

Under this quotation:

Seller must

(1) provide and pay for transportation to named point of destination;

(2) pay export taxes, or other fees or charges, if any, levied because of exportation;

(3) obtain and dispatch promptly to buyer, or his agent, clean bill of lading to named point of destination;

(4) where received-for-shipment ocean bill of lading may be tendered, be responsible for any loss or damage, or both, until the goods have been delivered into the custody of the ocean carrier;

(5) where on-board ocean bill of lading is required, be responsible for any loss or damage, or both, until the goods have been delivered on board the vessel;

(6) provide, at the buyer's request and expense, certificates of origin, consular invoices, or any other documents issued in the country of origin, or of shipment, or of both, which the buyer may require for importation of goods into country of destination and, where necessary, for their passage in transit through another country.

Buyer must

(1) accept the documents when presented;

(2) receive goods upon arrival, handle and pay for all subsequent movement of the goods, including taking delivery from vessel in accordance with bill of lading clauses and terms; pay all costs of landing, including any duties, taxes, and other expenses at named point of destination;

(3) provide and pay for insurance;

(4) be responsible for loss of or damage to goods, or both, from time and place at which seller's obligations under (4) or (5) above have ceased;

(5) pay the costs of certificates of origin, consular invoices, or any other documents issued in the country of origin, or of shipment, or of both, which may be required for the importation of goods into the country of destination and, where necessary, for their passage in transit through another country.

C. & F. COMMENTS

1. For the seller's protection, he should provide in his contract of sale that marine insurance obtained by the buyer include standard warehouse to warehouse coverage.

2. The comments listed under the following C.I.F. terms in many cases apply to C. & F. terms as well, and should be read and understood by the C. & F. seller and buyer.

(V) C.I.F. (Cost, Insurance, Freight)

NOTE: *Seller and buyer should consider not only the definitions but also the "Comments," at the end of this section, in order to understand fully their respective responsibilities and rights under "C.I.F." terms.*

"C.I.F. (named point of destination)"

Under this term, the seller quotes a price including the cost of the goods,

the marine insurance, and all transportation charges to the named point of destination.

Under this quotation:

Seller must

(1) provide and pay for transportation to named point of destination;

(2) pay export taxes, or other fees or charges, if any, levied because of exportation;

(3) provide and pay for marine insurance;

(4) provide war risk insurance as obtainable in seller's market at time of shipment at buyer's expense, unless seller has agreed that buyer provide for war risk coverage (See Comment 10 (c), below);

(5) obtain and dispatch promptly to buyer, or his agent, clean bill of lading to named point of destination, and also insurance policy or negotiable insurance certificate;

(6) where received-for-shipment ocean bill of lading may be tendered, be responsible for any loss or damage, or both, until the goods have been delivered into the custody of the ocean carrier;

(7) where on-board ocean bill of lading is required, be responsible for any loss or damage, or both, until the goods have been delivered on board the vessel;

(8) provide, at the buyer's request and expense, certificates of origin, consular invoices, or any other documents issued in the country of origin, or of shipment, or both, which the buyer may require for importation of goods into country of destination and, where necessary, for their passage in transit through another country.

Buyer must

(1) accept the documents when presented;

(2) receive the goods upon arrival, handle and pay for all subsequent movement of the goods, including taking delivery from vessel in accordance with bill of lading clauses and terms; pay all costs of landing, including any duties, taxes, and other expenses at named point of destination;

(3) pay for war risk insurance provided by seller;

(4) be responsible for loss of or damage to goods, or both, from time and place at which seller's obligations under (6) or (7) above have ceased;

(5) pay the cost of certificates of origin, consular invoices, or any other documents issued in the country of origin, or of shipment, or both, which may be required for importation of the goods into the country of destination and, where necessary, for their passage in transit through another country.

C. & F. AND C.I.F. COMMENTS

Under C. & F. and C.I.F. contracts there are the following points on which the seller and the buyer should be in complete agreement at the time that the contract is concluded:

1. It should be agreed upon, in advance, who is to pay for miscellaneous expenses, such as weighing or inspection charges.

2. The quantity to be shipped on any one vessel should be agreed upon, in advance, with a view to the buyer's capacity to take delivery upon arrival and discharge of the vessel, within the free time allowed at the port of importation.

3. Although the terms C. & F. and C.I.F. are generally interpreted to provide that charges for consular invoices and certificates of origin are for the account of the buyer, and are charged separately, in many trades these charges are included by the seller in his price. Hence, seller and buyer should agree, in advance, whether these charges are part of the selling price, or will be invoiced separately.

4. The point of final destination should be definitely known in the event the vessel discharges at a port other than the actual destination of the goods.

5. When ocean freight space is difficult to obtain, or forward freight contracts cannot be made at firm rates, it is advisable that sales contracts, as an exception to regular C. & F. or C.I.F. terms, should provide that shipment within the contract period be subject to ocean freight space being available to the seller, and should also provide that changes in the cost of ocean transpor-

tation between the time of sale and the time of shipment be for account of the buyer.

6. Normally, the seller is obligated to prepay the ocean freight. In some instances, shipments are made freight collect and the amount of the freight is deducted from the invoice rendered by the seller. It is necessary to be in agreement on this, in advance, in order to avoid misunderstanding which arises from foreign exchange fluctuations which might affect the actual cost of transportation, and from interest charges which might accrue under letter of credit financing. Hence, the seller should always prepay the ocean freight unless he has a specific agreement with the buyer, in advance, that goods can be shipped freight collect.

7. The buyer should recognize that he does not have the right to insist on inspection of goods prior to accepting the documents. The buyer should not refuse to take delivery of goods on account of delay in the receipt of documents, provided the seller has used due diligence in their dispatch through the regular channels.

8. Sellers and buyers are advised against including in a C.I.F. contract any indefinite clause at variance with the obligations of a C.I.F. contract as specified in these Definitions. There have been numerous court decisions in the United States and other countries invalidating C.I.F. contracts because of the inclusion of indefinite clauses.

9. Interest charges should be included in cost computations and should not be charged as a separate item in C.I.F. contracts, unless otherwise agreed upon, in advance, between the seller and buyer; in which case, however, the term C.I.F. and I. (Cost, Insurance, Freight, and Interest) should be used.

10. In connection with insurance under C.I.F. sales, it is necessary that seller and buyer be definitely in accord upon the following points:

(a) The character of the marine insurance should be agreed upon in so far as being W.A. (With Average) or F.P.A. (Free of Particular Average), as well as any other special risks that are covered in specific trades, or against which the buyer may wish individual protection. Among the special risks that should be considered and agreed upon between seller and buyer are theft, pilferage, leakage, breakage, sweat, contact with other cargoes, and others peculiar to any particular trade. It is important that contingent or collect freight and customs duty should be insured to cover Particular Average losses, as well as total loss after arrival and entry but before delivery.

(b) The seller is obligated to exercise ordinary care and diligence in selecting an underwriter that is in good financial standing. However, the risk of obtaining settlement of insurance claims rests with the buyer.

(c) War risk insurance under this term is to be obtained by the seller at the expense and risk of the buyer. It is important that the seller be in definite accord with the buyer on this point, particularly as to the cost. It is desirable that the goods be insured against both marine and war risk with the same underwriter, so that there can be no difficulty arising from the determination of the cause of the loss.

(d) Seller should make certain that in his marine or war risk insurance, there be included the standard protection against strikes, riots and civil commotions.

(e) Seller and buyer should be in accord as to the insured valuation, bearing in mind that merchandise contributes in General Average on certain bases of valuation which differ in various trades. It is desirable that a competent insurance broker be consulted, in order that full value be covered and trouble avoided.

(VI) Ex Dock

(VI) "EX DOCK (named port of importation)"

NOTE: *Seller and buyer should consider not only the definitions but also the "'Ex' Comments" at the end of this section, in order to understand fully their*

respective responsibilities and rights under "Ex Dock" terms.

Under this term, seller quotes a price including the cost of the goods and all additional costs necessary to place the goods on the dock at the named port of importation, duty paid, if any.

Under this quotation:

Seller must

(1) provide and pay for transportation to named port of importation;

(2) pay export taxes, or other fees or charges, if any, levied because of exportation;

(3) provide and pay for marine insurance;

(4) provide and pay for war risk insurance, unless otherwise agreed upon between the buyer and seller;

(5) be responsible for any loss or damage, or both, until the expiration of the free time allowed on the dock at the named port of importation;

(6) pay the costs of certificates of origin, consular invoices, legalization of bill of lading, or any other documents issued in the country of origin, or of shipment, or of both, which the buyer may require for the importation of goods into the country of destination and, where necessary, for their passage in transit through another country;

(7) pay all costs of landing, including wharfage, landing charges, and taxes, if any;

(8) pay all costs of customs entry in the country of importation;

(9) pay customs duties and all taxes applicable to imports, if any, in the country of importation, unless otherwise agreed upon.

Buyer must

(1) take delivery of the goods on the dock at the named port of importation within the free time allowed;

(2) bear the cost and risk of the goods if delivery is not taken within the free time allowed.

"Ex" COMMENTS

This term is used principally in United States import trade. It has various modifications, such as "Ex Quay," "Ex Pier," "Ex Warehouse," "Ex Dock," etc., but it is seldom, if ever, used in American export practice. Its use in quotations for export is not recommended.

Deflation. In contrast to *inflation*, a diminution of the quantity and the speed of circulation of a currency which produces a sinking of prices and wages as well as of the usual interest rates. As the cost of products is thereby forced lower, a country with a deflated currency often can offer its goods more cheaply abroad than can its competitors. On the other hand, while goods become cheaper, incomes and wages also sink, and keep on sinking the farther the deflation advances, so that the inland or domestic buying power is reduced in turn. (*See* Inflation.)

Dehydrated foods. Foods which by the process of dehydration have lost their water content, which is and can again be restored by immersion of the foods so treated into water.

Dehydration. A process to deprive foods of their water content.

Delays. *See* Conditions (of) sale, *heading:* "Excusable delays."

Delcredere. A term which expresses, in its simplest translation and form, the shifting of a credit risk onto someone else (*see also* Agent (on) delcredere basis), or acceptance of a credit risk by someone other than the original creditor.

Delivered price. *See* Price, delivered.

Delivered weight. *See* Weight, delivered, *headings.*

Delivery. *See* Conditions (of) sale, *heading:* "Delivery."

Delivery (of) cargo. *See* Vessel entry.

Delivery certificate. *See* Drawback.

Delivery date. One of the most important points to be clearly determined in any sales contract is the date of delivery of the goods by the seller into the custody of the buyer. In export sales, this factor becomes of relatively greater moment than in domestic sales, because of the infrequency of ocean or

air sailings to many export destinations. It is desirable, therefore, for the seller to designate, within as narrow a margin as possible, the exact date on which the goods will be delivered to the buyer or his agent, either at the factory or at the port on f. o. b. shipments, or to stipulate shipment within certain definite periods in c. & f. or c. i. f. shipments. The buyer then knows when to expect the goods abroad and may make his financial and selling arrangements accordingly. (*See* Delivery time; Delivery, specific.)

Delivery, free, railroad. *See* Railroad, free delivery.

Delivery, future. "Future delivery" means that an article, although sold or bought, is not to be delivered until at a future, generally preagreed, date (*see* Futures; Bear; Bull; Delivery, time of).

Delivery month. This term means the month of delivery specified in a contract of sale of any commodity for future delivery. (*See* Contract of sale; Futures; Commodity Exchange.)

Delivery, monthly. The monthly delivery of specified (generally equal) quantities. (*See* Delivery, specific; Monthly shipments.)

Delivery order. An order to deliver, which may be issued to or by a warehouse, a railroad, a steamship or air line (*see specimen, page 899*), or, in fact, anyone who has authority and the legal right to claim or order delivery of merchandise or other items. The Customs issues a delivery order (or permit) for goods to be delivered to or received by an importer after goods have been cleared and duties paid. (*See* Entry (of) goods; Appraisement (of) goods.)

Delivery (against) payment. *See* Payment (on) delivery.

Delivery period. The period during which goods are kept in a warehouse for the account and risk of the sellers. Payments made before the expiration of the delivery period are considered cash payments. (*See* Prompt day; Prompt, the.)

Delivery permit. *See* Delivery order.

Delivery place. *See* Place (of) delivery.

Delivery, specific. A specified, definite period during which delivery is to be made or time at which it is to take place. Contracts may call for specific deliveries or shipments (that is, loadings) in a certain month; or the deliveries may be distributed over a period of several months; or the contract may stipulate any other particular time or period during which delivery is to be effected. For example, a contract may read: "in equal monthly shipments February/July." This would mean that an equal quantity shall be shipped monthly during these six months (including both February and July). On the other hand, the contract may read: "delivery February/July, at buyer's option" (which could also just as well read: "at seller's option" in other contracts). This would mean that the buyer has the option to demand delivery at any period that suits him, between the months of February and July, inclusive of both February and July.

Delivery specifications. These should include: (1) Place of delivery—depending upon the quotation, f. o. b., c. i. f., and so on (*see* Definition, foreign trade, American); (2) Time of delivery—like place, depending upon the terms quoted.

Generally the seller is responsible for delivery into the custody of the buyer at a given time. In f. o. b. transactions, the buyer should take care that the date he specifies for taking possession at any given point is such that it will allow him to meet ocean or air shipping schedules.

Method of delivery may be specified by the purchaser, particularly if he wishes goods laid down at any

given sea or air port. (*See* Instructions, shipping.)

Delivery, spot. Generally, transfer within two weeks, at seller's or buyer's option, but it has whatever specific or definite meaning or agreement may be the basis of the individual transaction. (*See* Present.)

Delivery time. The time at which delivery is to be made or the manner in which it is to take place. "Delivery" may apply to the goods as well as to the shipment itself, that is, actual dispatch of the goods (*see other* Delivery *headings; also* Time (of) shipment).

The responsibility for delivery within a given time will depend upon the point at which the importer assumes custody. Under an "f. o. b. factory" quotation, the foreign exporter cannot be held responsible for delays en route to the point of shipment, for delay in sailing, or for missing the designated vessel. Under an "f. o. b. vessel" quotation, the foreign exporter cannot be held responsible for delays in sailing, although, if a specific time or period is designated, he would be responsible for not having the goods on board the vessel within that period. Under a c. & f. or c. i. f. quotation, he would have like responsibility. A time of shipment specified in an f. o. b. vessel, c. & f., or c. i. f. quotation, therefore, places the definite responsibility upon the foreign exporter for meeting sailing dates, whereas an f. o. b. factory quotation would not. (*See* Definitions, foreign trade, American.)

Delivery, time of. (*See* Delivery time.) The *time of delivery* is generally part of sales and purchase agreements for import or export. It varies according to circumstances and products or goods, and traders may stipulate the time when shipments are to be at the port of embarkation or at the port of importation. In most cases, limits of time for delivery established by usage and acknowledged and accepted are taken for granted, even if time of delivery is not specifically stated in the contract (*see other* Delivery *headings*).

Demand draft. *See* Draft, demand; Draft.

Demurrage. In shipping language, the amount to be paid the shipowner for undue detention of his vessel in port. Naturally, the shipowner is interested in getting his vessel out of port to save expenses and to start on his cargo run. Therefore, if, through no fault of his own but through that of the shipper or charterer, or through any other cause having to do with their supply of cargo to the ship, the vessel is delayed longer than agreed upon or usual for such loading, compensation must be paid the shipowner. This is called *demurrage.* (*See* Railroad demurrage.) Charters always stipulate the number of days that the vessel is to stay in port free of costs to the charterer (*see* Lay days), and also the demurrage to be paid the shipowner in case this period is exceeded.

Demurrage charges are also made for other means of transport besides ships:—tank cars, for example. (*See also* Dispatch money.)

Department of Agriculture, Department of the Interior, Department of State, and so forth. *See headings such as* Agriculture, Interior, State, *and so forth.*

Departure (of) aircraft. *See* Aircraft clearance and entry.

Departure (of) vessel. *See* Time (of) departure, vessel.

Deposit. From the Latin *deponere,* "to lay down, to lay down for safe keeping," in commercial language generally means the deposit of money in a bank, the money being paid into the bank for safe keeping. A deposit can also be made to guarantee a bargain or a payment, or, in fact, any trading transaction where something has to be

"laid down" to assure eventual execution of whatever has been agreed.

Deposit account. (*See* Deposit.) An account which cannot be drawn upon without due notice being given in advance, in contrast to a *current account*, which can be drawn upon at any time while funds are sufficient to cover the withdrawal. (*See* Depositor.)

Depositor. The person who makes a deposit. Such deposits can also be made to or for account of a foreign depositor. (*See* Deposit; Bank, foreign remittances and transfers of funds.)

Depreciation. This word is used to imply the depreciation of currencies, and means that the currencies are no longer worth their face values in terms of gold. After depreciation it therefore takes more coins (or paper) to buy a certain amount of gold than it would take if the coins or paper were actually worth (in terms of gold) what their face value or proclaimed value originally declared them to be worth. (*See* Devaluation.)

Deratization. The United States Health Service issues a fumigation certificate (*see* Vessel clearance) which is known as Deratization Exemption Certificate (*see specimen, page 780*).

Derelict. A vessel or goods which have been abandoned.

Derrick. Hoisting machinery or equipment, employing tackle.

Description (of) goods. (*See* "Made in.") In some countries laws demand that a description of all goods imported into it, and sometimes also of all goods made locally and sold in it, must be shown on the container or package. It may have to be shown on the label or otherwise, generally briefly expressed by the words "Made in.....," which usually must be printed or indelibly affixed to the goods coming under such laws, just as the United States demands of foreign-made goods.

Designs. Designs are protectable in principal foreign countries as they are in the United States, although laws vary considerably. Generally, publication of any design prior to filing application for registration destroys possibility of claiming novelty, on which most design protection is based.

Destination, final. *See* Point (of) destination.

Destination freight. *See* Freight (at) destination.

Deterioration. The fact of being made or growing worse, often used in describing goods which have deteriorated in quality.

Devaluation. In commercial language, this refers to the general devaluation of currency, that is, the reduction of its gold content. Often devaluation takes place simultaneously with a change in the currency itself, such as a change of its name or division, and the reduction of its gold backing. The new currency thus will not only be new in name and appearance, but it will represent a lesser quantity of gold, in contrast to depreciated currencies (*see* Depreciation), for the devalued currency is readjusted to gold, while the depreciated currency represents less gold while remaining what it was in name, division, and so forth. The dollar was devaluated in the United States in 1934. (*See* Currency devaluation; Gold gain; Depreciation.)

Development (of) raw materials abroad. *See* Resources, development abroad.

Development (of) raw products abroad. *See* Resources, development abroad.

Development (of) resources abroad. *See* Resources, development abroad.

Deviation. "The turning aside from a course," a change in the course of a vessel from its originally planned voyage. When there is such a deviation,

the underwriter has the right to change his insurance rates and to demand an additional premium if there is additional risk.

The American Institute of Marine Underwriters has issued the following deviation clause for inclusion in the cargo marine insurance policies of its members: "This insurance shall not be vitiated by any unintentional error in description of vessel, voyage or interest, and by deviation, over-carriage, change of voyage, transshipment or any other interruption of the ordinary course of transit from causes beyond the control of the Assured. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to this Company as soon as known to the Assured, and additional premium paid if required." (*See* American Institute of Marine Underwriters.)

Devisen. Foreign media of payment (such as coins, paper money, remittances, drafts, gold, silver, or platinum). It is the plural of the German word *Devise*. Thus, the word has also come to mean a demand by the government or people of one country, who are poor in their possession of these media of payment or *devisen*, on debtors in other countries to pay in their own currencies, which are *devisen* in the sense of this interpretation of the word. (*See also* Valuta.) Therefore, such debts, payable in devisen, are debts to be paid in foreign currencies. Laws and regulations referring to devisen are intended to control or regulate the inflow or outflow of foreign currencies and such media which have international value for the payment of debts (gold, silver, stocks, or drafts on foreign countries).

Diamond. On cases or boxes, a marking of two interlocking triangles.

Difference, speculation (for). (*See* Speculate (for) difference.) A stock exchange term.

Differential tariff. *See* Tariff, differential.

Dingley tariff. *See* Argol agreements.

Direct billing and shipping. When the shipper bills and ships direct to his customer, without making use of any middleman. The customer may be the foreign representative of the shipper, or again it may be the customer of the representative, who has an agreement with the shipper that he receives a commission on all shipments made into his territory or to certain accounts, but that the shipper will bill and ship the goods direct. (*See* Agent, commission.)

Direct import. *See* Import, direct.

Direct selling. *See* Selling, direct.

Direct shipping. *See* Direct billing and shipping.

Direct steamer. A steamer which goes direct to a specific destination without touching other ports.

Direct steamer shipment. *See* Shipment (by) direct steamer.

Directories. Books published in most of the countries of the world, giving the names and addresses, occupations, and other data of inhabitants of a country, or parts of a country, or of cities; they are very useful in connection with the checking of prospects and addresses, but of no value for obtaining credit or other specific information regarding the persons and firms listed.

Discharge (of) aircraft. *See* Aircraft clearance and entry.

Discharge (of) cargo. *See* Cargo, discharge (of); Responsibilities and liabilities, carrier and ship.

Discharge (of) goods. *See* Responsibilities and liabilities, carrier and ship.

Discharge (of) ship. *See* Cargo, discharge (of).

Discharge (of) vessel. *See* Cargo, discharge (of).

Discount. The sum allowed and deducted from an account, a draft, or an invoice, or other charges. A bank or

discount house will discount a draft (*see* Draft, discounting of) for a charge which varies, depending on the risk which the bank or house takes when accepting the paper, and will advance cash for it though it is not due until presented and, in some cases, only several months after mailing or acceptance. The less the risk, or, in other words, the better the reputation of the debtor who eventually will refund to the bank or house what they have advanced, the less the discount.

There is also a discount that is given to dealers, wholesalers, importers, export agents, and the like, under special agreements, known as a *trade discount* or, in foreign trade, an *export discount.* This is a deduction, expressed in percentages, from the otherwise published retail or wholesale, export or import, prices.

A cash discount is granted for payment of bills before they are actually due, thus accelerating payment. Invoices which include a cash discount may state that two per cent (or whatever the discount may be) will be deductible by the debtor from the bill, which is payable within ten days. Or the terms may permit payment of the bill in sixty days, but a cash discount will be granted, say, of two per cent, if it is paid within ten days, and the bill will state: "Terms: 2% cash ten days, 60 days net." (*See* Discount house; Discount market; Price, discounts on.)

Discount, bank. *See* Draft, discounting of.

Discount, cash. *See* Discount.

Discount, exchange. *See* Exchange discount.

Discount, export. *See* Discount.

Discount house. A private bank which makes it its business to discount drafts (*see* Acceptance house). (*See* Draft, discounting without recourse.)

Discount market. The trading market in which drafts or other obligations are discounted; in other words, the division or part of a financial market that handles specifically and principally the discounting of drafts and notes.

Discount, price. *See* Price, discounts (on).

Discount, trade. *See* Discount.

Discounting (of) acceptance. *See* Letter of credit, acceptance.

Discounting (of) draft. *See* Draft, discounting (of).

Dishonor, notice of. *See* Draft, dishonored.

Dishonored draft. *See* Draft, dishonored.

Disinfection certificate. *See* Certificate (of) disinfection.

Dispatch money. As the shipowner or ship charterer has every interest in getting his boat loaded or unloaded as quickly as possible without undue delay in port (*see* Charter; Lay days; Demurrage), a special bonus known as *dispatch money* is allowed to shippers if they load or unload a vessel in fewer days than are allowed them under their agreement with the shipowner or charterer.

Dispatch (of) vessel. *See* Vessel clearance; Letter of credit, *heading:* "Interpretation of terms."

Displacement, standard. *See* Standard displacement.

Displacement ton. *See* Ton, displacement.

Displacement tonnage. *See* Ton, displacement.

Distress freight. *See* Freight, distress.

Distress room. *See* Freight, distress.

Distribution cost. *See* Cost, distribution.

Distributor. The foreign distributor is an important sales outlet abroad for United States products, just as distributors in this country perform the same function for products imported into the United States. The foreign distributor is a merchant who buys goods from the United States manu-

facturer or exporter, stocks these goods, and resells them. Thus the manufacturer or exporter in the United States who appoints foreign distributors has his line handled by merchants who (on the terms of the agreement entered into) buy for their own account rather than by agents or representatives who sell on commission. (*See* Distributor agreement; Distributor, exclusive.) In determining whether it is better to appoint a distributor or an agent or representative, much will depend upon the nature of the product and upon marketing conditions in the foreign country. However, as a general rule, large exporters in the United States tend to favor foreign distributors, whereas smaller companies depend more on agents or representatives. (*See* Agent; Agent, foreign resident; Agent, foreign (manufacturer's); Representative, manufacturers'; Representative, sales.)

Foreign distributors buy goods from United States manufacturers or exporters at the extreme wholesale discount, and resell them to dealers, jobbers, retailers, or users in their market. The distributor may fix his resale prices without consultation with the exporter, or there may be an agreement in his contract with the exporter concerning these resale prices.

Often foreign distributors co-operate with manufacturers or exporters in handling advertising appropriations [*see* Advertising, abroad (export)].

Distributor agreement. *See specimen, pages 782–783.* (*See* Distributor *headings.*)

Distributor, exclusive. When a distributor is given exclusive selling rights within a specified territory for the products of a manufacturer or exporter, he is called an *exclusive* distributor. In return for the exclusive franchise granted to him, the distributor often assumes full responsibility for sales promotion and servicing, if necessary, within his area.

Diversification, economic. *See* Economic diversification.

Division (of) labor. *See* Labor, division (of).

Dock. *See* Bush Terminal Company; New York Dock Company.

Dock receipt. A receipt which proves that goods have been delivered and received at dock or warehouse of ocean carrier. It is later exchanged for the Bill of Lading (*see* Bill of lading; Steamer documents, outgoing and incoming). Usually the dock receipt is issued in triplicate, one copy for shipper, one for the office, and one copy for the pier; but sometimes it is issued in duplicate or quadruplicate. (*See specimens, pages 784–788.*) The dock receipt is issued by a carrier or its agent after delivery of the goods on the dock, in warehouse, or on ship as per shipping permit (*see* Permit, shipping) presented at the delivery of the goods at dock. The receipt must show all necessary data, such as number of packages or cases, contents, weights, and measurements, and must be made out to the same name that is to be shown on the Bill of Lading. If shipments are not delivered complete at one and the same time, so that various parts of a shipment are delivered at different times, a temporary dock receipt is issued which is held by the shipper or deliverer of the goods at dock. When shipment has been completed, these various temporary receipts are exchanged for one dock receipt for the entire shipment. (*See specimens, pages 784–788.*)

Dock receipt, temporary. *See* Dock receipt.

Dockage. The rates or fees charged by docks for handling and storing merchandise going on or coming off steamers. It also applies to the charge for steamers at docks (piers).

Document. An official paper serving to

document or prove something; in foreign trade, any of the many papers or proofs (on paper) needed to show that merchandise has been received or shipped. When talking of the documents of a shipment, this means the bills of lading and all other documents that are necessary for that particular shipment, whether they are the insurance certificate, analyses, count certificates, or consular invoices, certificates of origin, or whatever may be necessary to make the shipment "clear" for shipment and for unloading at destination. When speaking of *documents*, in the plural (*see* Payment, documents against), these complete sets of all shipping papers are meant and understood. Possession of the merchandise represented by the documents is therefore made possible, provided the documents are complete and in order.

With reference to a vessel, the term *document* includes registry and enrollment and license. (*See* Vessel, documentation of; Documentation, port of.)

Document clerk. *See* Clerk, document.

Document, negotiable. *See* Negotiable instrument.

Documentary commercial credit. *See* Letter of credit, *headings:* "General provisions," "Forms of credit."

Documentary credit, commercial. *See* Letter of credit, *headings:* "Guiding provisions"; "Forms of credit."

Documentary draft. *See* Draft, documentary.

Documentation, port (of). The home port of a vessel. (*See* Port, home.) Also the port at which marine documents are issued. (*See* Marine documents.) Customs ports authorized to issue marine documents are known as *ports of documentation.* They can be ascertained from the Customs.

Documentation (of) vessel. *See* Vessel, documentation of.

Documented. In Customs language, with reference to a vessel, *documented* means that it is registered, enrolled, and licensed, or licensed under the laws of its country, whether permanently or temporarily.

Documents (against) acceptance. (*See* Acceptance; Draft, acceptance; Letter of credit, *heading:* "Documents.") The importer or consignee (*see* Consignee) can get the documents which enable him to take possession of the shipment only when he has accepted the draft which is attached to these documents. If the draft has been sent through a bank, for collection, or, if the bank has discounted the draft and has thus come into possession of the documents (or if anyone else has discounted the draft, such as the freight forwarder or a discount or acceptance house) (*see* Freight forwarder; Acceptance house; Discount house), the consignee will be notified of the arrival of the draft by the correspondent of the party holding the draft, and invited to accept it, at which time he will be handed the documents and therefore come into possession of the goods. (*See* Draft, documentary; Draft *headings.*)

For example, in the case of a 30 days' sight draft, documents against acceptance (abbrev.: thirty D/S D/A), the draft is payable 30 days after sight (presentation) and documents attached to draft are deliverable to buyer upon his proper acceptance of the draft. Although actually the draft should be presented for buyer's acceptance immediately upon receipt by collecting bank, it is often not presented until the merchandise arrives; in such a case it really becomes an *arrival draft,* that is, payable 30 days after arrival of the merchandise. (*See* Draft (after goods') arrival.)

In the case of a date draft, for example, a draft payable 30 days after date (of drawing draft), (abbrev., 30

D/D D/A), the documents attached to the draft are delivered only upon proper acceptance of the draft. (*See* Draft, date.)

Documents, aircraft. The documents required by aircraft, on entry and clearance, which include the List of Passengers, Merchandise Carried, and Aliens Employed (on board), and so forth. (*See* Aircraft documents.)

Documents, attached. *See* Draft, time.

Documents, export. (*See* Documents required.) The number and kind of documents required on export shipments vary with the country of destination. Ordinarily they include a commercial invoice, with packing list, an exporter's declaration, a bill of lading, a marine insurance policy or certificate, and a draft; also, in a good many cases, a visaed consular invoice, a sanitary certificate, and sometimes a certificate of origin, which may or may not require consular visa, according to the country of destination. (*For definitions of all of the above, see headings concerned.*)

Because of the liability to penalty for failure to send the correct documents or to fill them out properly, the matter of documentation is important. The shipper must keep advised of the current requirements if he is not to run into difficulties with the Customs at the other end. A comparatively few countries require no consular visas and make no special demands as to the kind or number of documents to accompany imports. A great many require special consular invoices which must be filled out with meticulous care and must bear the consular visa to be acceptable; others require a special certificate of origin, also visaed, to be presented either in lieu of the consular invoice or in addition to it, and perhaps also a signed and sworn commercial invoice; while some countries require some form of a standard invoice, which needs no consular visa. The bill of lading may or may not require consular visa, according to the country concerned. (*See* Documents, transportation.)

Documents, full set (of). All the documents necessary to obtain possession of a shipment (*see* Document; Documents (against) acceptance). Their number and character vary: there may be one or several negotiable bills of lading (*see* Bill of lading, full set; Documents, export), an insurance certificate, and inspection and consular certificates.

Documents, instructions (for). *See* Documents required; Draft instructions.

Documents, marine. Include registry, vessel enrollment and license, and vessel license, for Customs purposes.

Documents, maritime. *See* Letter of credit, *heading:* "Documents."

Documents, negotiable. *See* Negotiable instrument.

Documents, non-negotiable. *See* Non-negotiable.

Documents (against) payment. (*See* Letter of credit, *headings:* "General provisions," "Form of credits," "Liability," "Documents.") This may apply to cash payment before documents are delivered to buyer, or to (*a*) a sight draft, documents against payment (draft payable at sight—upon presentation—with original shipping documents attached to draft and deliverable to the buyer only upon payment of the draft to bank or other collecting agent), or (*b*) a time draft. In the latter case, for example, a 30 days' sight draft, documents against acceptance (30 days D/S D/A), the draft is payable 30 days after sight (presentation), the documents to be delivered to buyer only upon acceptance of the draft. In the Far East, in order to enable the buyer to obtain documents before actual payment of accepted draft is due, it is customary for the banks to deliver the documents to their customers against *trust receipts*,

the bank thereby becoming responsible in the event the buyer does not pay the draft at maturity. In the Philippines, the customer usually designates the bank through which the draft is to be sent for collection, and the bank, of course, becomes responsible for payment if the documents are released against a trust receipt. Some exporters charge interest for the term of the draft, and in view of this the local bank at times will anticipate payment in order to earn the interest for the unexpired period.

(*See* Cash against documents; Documents (against) acceptance; Trust receipt.)

Documents, presentation of. (1) Actual presentation to buyer; (2) advice by bank of their arrival.

Documents required. (*See* Documents, export.) Documents required by customer or bank are listed on indents and the like. They must be supplied to assure payment. For example, on an indent the following may be the specific instructions (*see* Indent) (*see specimen, page 911*):

Documents required (*see individual definitions*):

- ☐ Invoice, commercial
- ☐ Packing list
- ☐ Shipper's export declaration
- ☐ Bill of lading (ocean), or Air waybill
- ☐ Insurance policy
- ☐ Invoice (consular)
- ☐ Draft
- ☐ Certificate (sanitary)
- ☐ Certificate of origin

Buyer must give instructions as to what documents are to be supplied, both to the seller (*see* Conditions (of) sale), and to his bank in connection with the letter of credit to be issued in payment of goods purchased. The paying bank will require the documents which the letter of credit calls for, as enumerated by the issuing bank, in favor of the seller as its beneficiary. When the opening bank advises the seller of the arrival of the credit, it will at the same time advise him of the conditions under which it is issued and list the documents which are required. (*See* Advice; Issuing bank; Opening bank; Documents (against) payment; Letter of credit, *headings:* "General provisions," "Documents," "Interpretation of terms.")

Documents, shipping. *See* Documents, transportation; Documents required; Bill of lading *and* Air waybill *headings.*

Documents, steamer. *See* Steamer documents, outgoing and incoming; Vessel documents; Vessel register.

Documents, surrender (of). In order to receive or take possession of goods, the person who wishes to receive or take possession of them usually must be in possession of the documents, and the person or bank which hands the documents over for this purpose, after all conditions of payment have been fulfilled, is said to *surrender* them.

Documents, transportation. These may include, on f. o. b. shipments handled through a forwarder, copies of the contract for shipping space (sometimes known as a "booking permit"), the dock receipt or the bills of lading, consular invoices, marine insurance policy or certificate, and so on, for an export shipment. These documents may be negotiable, that is, they may be made out to the shipper's own order, and endorsed in blank, or made out to the consignee and non-negotiable. If negotiable, care must be taken that they are endorsed by the proper officer of the exporting firm. For imports, in addition to shipping documents and the like, the United States consular invoices, together with food, health, and animal certificates required on United States imports of certain products, are usually necessary; on c. & f. and c. i. f. shipments,

only bills of lading, marine insurance policies, and United States consular invoices and necessary certificates need be included.

The Air Transportation Convention of Warsaw, in Chapter II, gives complete details regarding the documents required for shipment by air both of baggage and, in section III, of goods, including contents of particulars required for the air waybill. (*See* Air Transportation Convention of Warsaw.) In the same way, the international convention (1924) of Brussels, Belgium, agreed to certain rulings for the unification of the bill of lading (*see* Bill of lading, unification). The United States law on bills of lading is contained in three documents: the Harter Act of 1893, the Federal Bill of Lading Act of 1916, and the United States Carriage of Goods by Sea Act, 1936. (*See* Bill of Lading, United States law (on). *For details of the various shipping and transportation documents, consult the various headings such as* Dock receipt; Permit, shipping; Bill of lading; Air waybill; Steamer documents, outgoing and incoming; *also* Document *headings and all other related subjects.*)

Dollar basis. The sale of goods on condition that dollars are given in payment and not foreign currency.

Dollar bills. Paper currency issued by the United States Treasury. (*See also* Notes, bank.)

Dollar bonds. Generally, obligations or bonds of private interests that are issued in a country other than the United States. They may be secured by mortgages or other securities, but whatever the currency of the country in which they are issued or bought, they guarantee repayment in United States dollars, so as to protect the buyer (investor or lender) against fluctuations in the native currency. In the event, therefore, that such fluctuations take place between the date of issue of the bonds, or the actual purchase or lending of the native bond holder, and the date of maturity, the holder is protected if the foreign currency has since been subject to fluctuations. (*See* Foreign exchange fluctuations.)

Dollar devaluation. *See* Devaluation.

Dollar exchange. Dollar exchange is the substitution, in American and other foreign trade transactions, of the dollar for the pound sterling as the basis of exchange. It was made possible through the Federal Reserve Act, which permitted the rediscounting of bills of exchange arising out of commercial transactions, and the acceptance of bills of exchange by member banks of the Federal Reserve System, to finance trade and provide dollar exchange. (*See* Federal Reserve Act.) Formerly, the pound sterling was the basis of international exchange. This often made it necessary for American merchants, or foreign firms buying from America, to convert their prices and bills into pounds sterling and then into the money of the second country, as (especially in trading with smaller countries) prices had to be quoted in sterling. The disadvantages to the United States of this system were the necessity for paying double commissions for conversion, and the losses due to fluctuations in the commercial par of exchange of sterling time drafts.

Dollar quotation. (*See also* Dollar basis; Quotation.) A quotation on a dollar basis, or in dollars, makes it obligatory for the foreign buyer, if he accepts the quotation, also to accept the invoice in dollars. This means that the American seller is entitled to dollars, regardless of what the exchange rate for dollars may be in the country to which he sold when payment becomes due. Thus, any losses incurred by unfavorable fluctuations —as well as any gains by improve-

ments in the native currency—are for the account of the foreign importer.

Vice versa, when an American importer buys goods abroad in dollars, he is paying for these goods in his own currency, and is not concerned with exchange fluctuations. In this case the foreign seller has the exchange risk, as, when he receives the dollars in payment for the goods, probably he will want to convert the dollars into the currency of his country, and he cannot determine in advance what the rate will be. A broad general rule is that the exchange risk is borne by the seller when he sells in foreign currency, and by the buyer when he buys in foreign currency. Both sellers and buyers may eliminate this risk by entering into forward contracts with their banks (*see* Foreign exchange futures).

Domestic agent. *See* Agent, domestic.

Domestic article. *See* Zone, foreign trade.

Domestic bill of lading. *See* Bill of lading, domestic.

Domestic market. *See* Market, domestic.

Domestic merchandise. *See* Zone, foreign trade.

Domestic products exported and returned. *See* Certificate, consular, returned American goods; Re-entry.

Donkey house. Small house on deck of a ship, containing an auxiliary steam engine known as the *donkey* engine.

Donneur d'aval. *See* Aval.

Double insurance. *See* Insurance, double.

Double option. *See* Option, double.

Double tariffs. *See* Tariff, multiple.

Down to the marks. *See* Ton, displacement; Loadline.

Draft, or bill of exchange. (*See also* Bill of exchange.) A written, unconditional order transferring a certain sum of money from one person (the drawee) to another (the drawer), to be paid on a certain date (maturity). It is signed by the drawer and directs the person to whom it is directed, the drawee, who is also the debtor, to pay this sum to the creditor or drawer, or the latter's order. The time of payment may be "on demand" or "at sight," which means that it is payable on presentation or at a specific future date mentioned on the draft or indicated by the insertion of the number of days or months which shall have expired after the date, that is, when the draft was drawn, or, after it was presented to the drawee: "thirty days after date," or "thirty days after sight." The sum to be paid, the date on which payment is to be made, and the person to whom payment is to be made are specifically mentioned on the face of the draft, although the payee may be replaced by the word *bearer*, which signifies anyone legally in possession of the draft, or the person to whom it has last been endorsed (*see* Endorsement). When the drawee has signed the bill and thereby confirms his readiness to pay the amount on the date when it is due, he is said to have *accepted* the draft (*see* Acceptance) and he is called the *acceptor*. By his acceptance, he has improved the negotiability of the paper. While, in some cases, the drawer can get a loan on his draft, or have the draft discounted by his bank, immediately on presentation of shipping documents (giving the bank the security for the goods), sometimes a bank will decline to finance the transaction until the drawee has accepted the draft. Then the instrument becomes a two-name paper, which in some instances may be readily negotiable. But should even the buyer's acceptance prove insufficient for the drawer to obtain financing, the drawee can in some cases and countries pay a commission to an acceptance house (*see* Acceptance house), further strengthening the instrument.

The importance of the draft as a means of settling accounts in foreign trade is that it represents negotiable evidence of the relative indebtedness. If a draft is not drawn, and the transaction is on an open-account basis, there is no instrument to affirm the buyer's obligation, and for that reason the seller has to finance his credit by a loan or other form of advance. The buyer has the temptation to delay payment, knowing that no bank will press him for a settlement, that the transaction is entirely between him and the seller. In countries where exchange restrictions exist (*see* Exchange restrictions), sometimes the open-account buyer has difficulty in obtaining exchange, because it is hard for him to furnish, in an acceptable form, the required proof of indebtedness resulting from a mercantile transaction.

All these inconveniences are eliminated by the draft. The seller draws the draft on the buyer. Either at the time of shipment, or upon acceptance of the draft by the buyer, who becomes the drawee, the seller may obtain an advance on the draft from a bank or a finance house, which becomes the holder. The promise that the seller (the drawer) makes to the holder is that he shall pay the draft if the drawee does not. The holder adds his endorsement to the draft and then may sell it to a subsequent holder, who is better secured than the first holder, as he has the promise of both the drawer and the first holder that both shall be responsible for the payment of the draft if the drawee dishonors it. Thus, the draft improves as it passes from holder to holder. (*See* Draft, acceptance.)

As we have seen, whenever drafts are employed to secure payment for goods shipped, the customer must either *pay* for sight drafts or *accept*, that is to say, endorse, time drafts (such as 30, 60, or more days' sight or date drafts), thereby either *making* actual payment or *guaranteeing* to pay when draft is due, *before* he can get the goods. As the documents, such as the bill of lading and other identifying or title-giving papers, are attached to the draft, they are not handed over until the draft is paid or endorsed. Then only will the collecting local bank hand over these documents which are necessary for obtaining the goods from the steamship company or airline which brought them, and then only will the documents necessary for clearing the shipment through the Customs be in the hands of the purchaser. The maturity of a days' draft (30, 60, or more days' draft, according to terms agreed upon) counts only from the date of the draft, *not* from the date of acceptance.

When the draft matures and is presented to the drawee for payment, this is no open-account transaction coming due; here we have a negotiable instrument with endorsements that virtually command prompt payment if mercantile reputation is to be maintained. When foreign exchange is controlled officially, the draft is tangible evidence of indebtedness to support the drawee's application for exchange. Furthermore, as stated, the drawee usually can get the shipping documents on acceptance of the draft, so that by the time the draft matures, he will have had an opportunity to earn money to pay it through the sale of the relative goods. This will give some indication of the importance of the draft in international mercantile transactions.

There are various types of drafts, principally sight, date, and time, which are explained in the ensuing pages, so that the incidents given in the above illustration could be varied by the particular facts of a given case. (*See various* Draft *headings.*) Also,

it is possible to have drafts discounted without recourse. (*See* Draft, discounting of, without recourse.) (*See specimens, pages 789–790.*)

Draft acceptance. Abbrev. *D/A.* (*See* Draft.) This is the confirmation by the person drawn upon (the debtor, known as *drawee*) that he will pay the amount specified on the face of the draft, to the order of the creditor (drawer), when it becomes due. The drawee thus accepts the terms of the draft as well as the amount declared thereby to be owing by him. He confirms his acceptance (*see* Acceptance; Allonge) by signing his name, preceded by the word *Accepted*, on the draft or allonge. No suggestions or implications can be added that anything but cash will be paid when the draft becomes due. Generally the bank at which such cash will be paid for the account of the drawee, or where the draft will be "honored" (term for "payment," in this connection) is added to the acceptance signature. (*See* Draft, honoring (of).) The draft is presented to the drawee immediately on its arrival, either by personal presentation or by "advice," although it is not due at the time of such presentation, for the purpose of acceptance. If the terms are documents against acceptance, the buyer gets the shipping documents on acceptance of the draft, and thus can obtain possession of the relative goods; if the terms are documents against payment, the buyer may obtain the documents before final payment only by special arrangement. (*See* Documents (against) acceptance; Documents (against) payment; Draft, time; Draft *headings.*)

Draft acceptance, change (of) time limit. In certain exceptional cases, it may be permissible that the time limit is changed by the drawee when accepting the draft, for example, when endorsement of a "sixty days after sight" draft is changed by the endorser to "ninety days after sight." (*See* Draft, acceptance.)

Draft acceptance, conditional. When the importer has agreed with the shipper that he will receive the documents which give him possession of the shipment the moment that he accepts the draft attached to these documents, but on certain conditions which shall be fulfilled when the drawee accepts the draft, a *conditional acceptance* takes place. In general, the draft acceptance is without any qualifications whatever. (*See* Draft acceptance.)

Draft acceptance, local. Applied to a draft which has indicated on it a definite, specified place at which it is payable, as, for example: "payable only at ———— Bank in New York." (*See* Draft, acceptance.)

Draft acceptance, partial. In exceptional cases, only a part of the amount of the draft may be accepted to be paid, which is then called *partial acceptance*, for example, the words: "accepted for $1,550 only" on a $3,000 draft. (*See* Draft, acceptance.)

Draft acceptor. *See* Acceptor.

Draft, advice (of). (*See* Advice.) As soon as the draft arrives, it is either presented to the debtor or drawee, if it is a draft which is immediately payable or payable "at sight," or the debtor or drawee is informed ("advised") by the holder of the draft, generally a bank, that the draft has arrived, and that he should accept it. The shipper or drawer also generally advises his customer (debtor) of the sending of the draft, either by cable or by mail. (*See* Draft, at sight; Draft acceptance.)

Draft after arrival (of) goods. *See* Draft (after goods') arrival.

Draft, after date. *See* Draft, date.

Draft (after goods') arrival. Sometimes a sight draft specifies "but not until arrival of goods." The draft, es-

pecially in the case of transportation by air, but often even by steamer, generally or at least frequently arrives more quickly than the freight carrier which brings the cargo in payment of which the draft is drawn. Therefore, when the draft arrives, the importer receives no "advice" and is not expected to pay the draft or "see it" (at sight) until after his goods have arrived. This arrangement in the draft enables the importer to postpone payment of the draft until the goods arrive. The "run" of this draft only starts or begins to count after goods have arrived at the destination or port of destination. Thus, a draft drawn "30 days after sight, but not until after arrival of goods" is due (matures) only thirty days from the date on which goods arrived. In several foreign countries an ordinary sight draft is in effect an after-arrival-of-goods draft, because the drawee is unable to obtain foreign exchange for payment of the draft until the goods have arrived and have been cleared through the Customs. (*See* Draft, at sight.)

Draft, at sight. This draft is due when it arrives, for its arrival is immediately made known to the importer (by "advice"), thus becoming due immediately, in contrast to time drafts. (*See* Draft, advice; Draft, sight.)

Draft, at sight, at current rates. (*See* Current rate.) This draft is drawn by the exporter to protect him from any exchange loss. If it is added that the draft, drawn in United States currency, is payable "at the current rate for sight drafts in New York," the amount paid abroad by the importer or drawee, in his own currency, must be sufficient to purchase a sight draft in dollars for the amount of the exporter's bill. Thus the exporter receives the full amount of his draft in United States dollars, less any collection charges, bill stamps, and so forth, unless specific instructions to the contrary were given by the drawer.

Draft, bank. *See* Draft, banker's, or Banker's bill.

Draft, banker's, or **Banker's bill.** A draft drawn between banks, by a bank, on a bank. Its movement generally is exactly the reverse of that of trade bills (*see* Draft), for it will be purchased by an importer who wants to remit (to his shipper) abroad. He buys the banker's draft, which is an order by the banker on another banker in the country where the shipper is located, and thus makes it possible for the importer to send this bill to the person whom he wishes to pay. Generally, and of course most logically, this is used when the shipper wants payment before shipping the goods. In that case he will not even ship before he is paid, and therefore he will advise his customer to remit the amount of the invoice by banker's draft, as the shipper is not willing to draw a draft, wait until it is paid at the other end, get cable advice that this is done, and only then ship the goods. But his customer, buying a banker's draft, which the shipper knows will be honored (and his sole reason for demanding payment before shipment is that he is not sure that the importer will be good for the payment of the debt when it is due), thereby ensures in turn the shipment of the merchandise, which thus is prepaid.

Draft, buyer (of). The bank or person that acquires a negotiable draft. (*See* Draft, buying (of).)

Draft, buying (of). (*See* Draft, discounting of, *and all other* Draft *headings.*) When a draft is discounted by a bank, it is often spoken of as having been bought, or sold. This is generally not correct, for whenever the bank discounts and thereby acquires the draft, it reserves itself recourse on the person from whom it received and for

whom it discounted the draft. It is therefore not a purchase but an advance that is made by the bank. Only where drafts are discounted without recourse can one speak of the buying or selling of a draft. In actual handling, the bank does not distinguish between discounts and advance on ground of recourse.

Draft, cable. Actually known as *telegraphic transfer.* To get quicker action, the importer, instead of buying an ordinary draft, can buy what is known as a *cable draft* or *telegraphic transfer.* Provided all other conditions—if any—are complied with by the recipient of the money, the payment is made immediately when the cable is received and decoded on the other side. As the bank does not know exactly what the rate of exchange will actually be at the moment of payment, and both the bank's service charge and outlay (cable rates) have to be paid by the importer, the telegraphic transfer costs more than the ordinary commercial (mail) draft. (*See* Cable transfer.)

Draft, change (of) time limit. *See* Draft acceptance, change (of) time limit.

Draft, clean. A sight or date draft which is made out in the exact amount of the invoice which represents the goods shipped for which the draft is drawn, the documents having gone direct to the consignee or importer. In such a case, the drawer of the draft or the exporter (seller of the goods) has implicit confidence in the importer and takes the risk that draft will be duly honored (paid) when due, as the shipping documents are mailed directly to the buyer so that he can secure possession of the merchandise without the necessity of previously paying or accepting the related draft. (*See* Draft, at sight; Draft, date.)

Draft, collection (of). If the shipper does not wish to have the draft discounted, because he does not wish to have to deduct the cost of the discount rate from his profit or from the net amount due on his shipment, he gives the draft to his bank for collection. The bank will charge a commission for such collection, but it will advance no funds, merely acting as a collection agency.

The shipper is also forced to give his draft for collection when he finds that it cannot be negotiated (or discounted) or when he is not successful in having any amount of the draft advanced (loaned) to him. The bank undertakes the collection of the draft for the exporter, on the basis of the instructions issued by him on the special forms provided by the bank for this purpose. The bank also uses a special form of collection schedule for transmitting the details and instructions of the collection to its foreign branch or correspondent. The foreign departments of U. S. banks all handle such collections payable abroad, based on drafts representing shipments made, and the majority of all such collections represent exportations of merchandise from the United States and have their origins in the United States. Of course, not all such collections are necessarily connected with the export of goods, for they may represent the payment abroad of a debt, or the like. Other examples of transactions which are treated in a similar manner but which do not pertain to shipments to foreign countries are collections of certificates of deposit, drawings on savings banks accompanied by passbooks, checks and bills (drafts) drawn in one foreign country and payable in another, money orders, coupons, and bonds. The banks handle the instructions as transmitted, and when advices are received from abroad relative to nonpayment or other conditions affecting the status of specific collections, the information

is transmitted to the bank's clients, also on special forms provided for this purpose. The exporter, of course, does not get his money until it is remitted by the foreign bank and, therefore, until it has been paid by the drawee. To hasten the receipt of the collected monies by his bank, the exporter may ask that, when collection has been made, the bank abroad either advise collection by cable or transmit the proceeds by cable. In the former case, his bank will advance him money against the collected money which it knows, through the advice, is being remitted; if the entire collection is cabled back, the exporter will get his money direct, less the additional cable charges (*see specimens, pages 760–761; see* Draft, cable). As the bank does not advance any monies against the draft, it does not obtain the goods for collateral, and merely handles the clerical end of the collection. (*See* Draft instructions.)

Draft, commercial or **trade.** The term used for drafts drawn by and on people in trade and commerce, in contrast to *banker's* or *bank drafts.* (*See* Draft; Draft, banker's.)

Draft, commodity. This is a draft drawn in connection with the sale of a commodity and which gives a definite indication of what the draft is due for, or, in other words, what the money was drawn and is owed for.

Draft, current rates. *See* Draft, at sight, at current rates.

Draft, date. Abbrev. *D/D.* A draft payable a specified number of days (usually 30 to 120) *after* the date upon which it is *drawn* by the seller, irrespective of the date of its "acceptance" by the buyer and exclusive of days of grace permitted by the laws of the country of payment. (*See* Draft, due date.)

Draft, days'. (Abbrev.: *Ds. Dft.*) This is either a sight or date draft. (*See appropriate* Draft *headings.*)

Draft, demand. A draft "payable on demand," which, like the sight draft, is payable when presented for payment, and so is not a time draft.

Draft, discount. *See* Draft, discounting (of), *and other headings;* Discount.

Draft, discounting (of). When the banker buys a draft payable at a future date, abroad or in his own country, he discounts it. He makes a charge for doing this (the discount), which he deducts from the face value, with the result that he pays less than the face value of the draft itself, in return for which he gives the holder of the draft cash, while for its reimbursement the bank must wait for the draft to become due. With very few exceptions, the bank discounts only with recourse against the drawer and endorsers. (*See* Recourse; Draft, discounting without recourse.) By thus acquiring the draft from the person who received the cash from the bank, the bank obtains the shipment itself as collateral, as represented by the documents which are attached to the draft, and thus has an interest in the shipment and the payment for it. The bank also charges interest for this advance from the day on which it pays cash out of its own funds until the cash again returns to it. Or the bank may charge discount and interest combined in a flat rate as the total discount charge. This interest charge the exporter may bear, either by just paying and forgetting it, or by figuring it into his bill to the customer or charging it to the customer, which is often the case under the terms of the quotations and of the subsequent sales made on this basis. (*See* Draft collection; Discount; Agio; *other* Draft *headings; see also* Letter of hypothecation.)

Draft, discounting, without recourse. Generally speaking, banks do not discount drafts without recourse, but there are a few reputable finance com-

panies in the United States that make a practice of doing this. This is done on the basis of the finance company's knowledge of the foreign consignee and belief that he will pay the obligation when due. Obviously, a higher charge is made by a finance company for discounting a draft without recourse to the drawer than a bank makes for discounting a draft with recourse. (*See* Draft, collection; Draft, discounting of; Discount; Draft, buying of.)

Draft, dishonored. A draft that is not being paid (the term "to dishonor" being used when a draft is not paid or accepted by the drawee). A draft may be dishonored by either nonacceptance or nonpayment. Dishonor by nonacceptance takes place when the draft is duly presented and acceptance is refused or cannot be obtained. Dishonor by nonpayment means that the draft was duly presented when due and payment was refused or not obtained. The drawer gets a notice of the dishonoring of his draft (*see* Draft, protest of) (*see specimen, page 781*). A draft not accepted without changes or qualifications (*see* Draft acceptance, conditional) may be considered as not accepted and therefore dishonored. (*See* Payment refused; Payment suspension; Draft, honoring (of).)

Draft, documentary. A draft accompanied by the shipping and other documents which alone make it possible to obtain and land the merchandise billed and shipped, the value of which (including all charges connected with the transaction) the draft represents. It generally means the draft accompanied by the full set of bills of lading, insurance certificate or policy, invoice, consular invoice, note of charges, certificate of origin—in short, all documents necessary for the entry of the goods on arrival through the Customs at the port of destination (*see* Bill of lading; Entry (of) goods; *and other appropriate headings*). If sent through a bank, it is accompanied by instructions to deliver documents to the buyer only upon his acceptance or his payment of the draft. (*See* Draft.)

Draft, drawee. *See* Drawee.

Draft, drawer. *See* Drawer.

Draft, drawing of. *See* Draft.

Draft, due date. Date on which draft is due. Some countries permit a few "days of grace" after the due date, the most common period of grace being three days. (*See* Days (of) grace.) Thus, a 90-day time draft would mature 93 days after sight. Days of grace are not allowed on date drafts, and only rarely permissible on sight drafts. (*See* Draft, date; Draft, sight.)

Draft endorsee. *See* Endorsee; Endorser.

Draft endorsement. (*See* Draft; Endorsement; Allonge; Aval.) The endorsement of the draft makes it negotiable (*see* Acceptance; Draft acceptance) and at the same time makes the endorser liable for the amount of the draft. A draft is payable to bearer if not drawn or endorsed to a specific person or firm, and such a draft is known to be *endorsed in blank*. A draft may also be made payable to a specific firm or person, or to the order of a specific person or firm, and can then, of course, be negotiated again only when endorsed by such a person or firm, that is, by the one to whom the draft has been duly endorsed. Endorsements are usually written on the back of the draft. A holder of a draft may change the endorsement from a *blank* to a *special endorsement* by inserting the name of a specific person or firm (*see* Endorser).

Draft endorser. *See* Endorser; Endorsee.

Draft extension. *See* Extension (of) draft.

Draft, face (of). *See* Face (of) draft.

Draft, foreign currency. This is a draft drawn in foreign currency, as distinguished from a draft drawn in the currency of the drawer's country, which in the United States, of course, would be dollars. These foreign currency drafts are quite common in normal times, covering shipments of cotton, grain, flour, sugar, and the like. The exporter, when selling abroad on a foreign currency draft basis, normally may protect himself against fluctuations in the foreign currency by selling the draft to a bank at an agreed rate. (*See* Foreign currency.)

In the case of shipments to be made at a future date, the exporter normally has the facility of selling the exchange to a bank at a fixed rate for future delivery, and the exchange contract normally is made for a period not exceeding six months. (*See* Foreign exchange futures.)

Draft holder. Equivalent to the owner of the draft.

Draft, honoring (of). (*See* Draft, acceptance.) The "honoring" of the draft is equivalent to its payment. A draft "to be accepted upon presentation in exchange for the documents and to be honored upon maturity" will be accepted on presentation (*see various* Draft *headings*) and honored (that is, paid) on the date on which it matures (that is, becomes due). (*See* Maturity.)

Draft, import. *See* Letter of credit, import; Draft, straight (import).

Draft, installment. (*See* Installment.) In some cases, several drafts can be drawn due at intervals (at 30, 45, 60 days, and so on, respectively, after date or after sight) in order to make it possible for the importer to get the shipment and yet enable him to make payments gradually—probably at such intervals as it seems reasonable to suppose that he can sell it. By such sales the funds which the importer collects from his customers in his native land are made available for the payment of his drafts. In the case of such drafts, it is customary for all outstanding drafts to become immediately due, regardless of their individual due date, when the first or any subsequent drafts are dishonored. Thus, all the drafts become due when one draft, or, in other words, one installment, is not paid on the agreed date.

Draft instructions. All foreign exchange banks furnish their customers with instruction sheets, to be attached to each draft, which the drawer of the draft is requested to fill out, so that the bank may give its correspondent or branch in the buyer's country detailed information on collection procedure. It is important that these instruction sheets be carefully prepared, so that nothing is left to chance. For example, a New York bank may desire to know the following (aside from the names of the drawer and drawee):

(*a*) What documents are attached to the draft, and shall these documents be presented to the drawee against his acceptance of the draft, or against payment of the draft?

(*b*) Shall the correspondent bank advise nonacceptance or nonpayment of the draft by mail or cable?

(*c*) Are collection charges for the account of the drawee? If so, and the charges are refused, shall the bank waive these charges? Shall interest on the draft be collected from the drawee? If so, at what rate?

(*d*) Is the draft payable for face amount by prime bankers' check on New York, or is it payable at the cable transfer rate, and, if so, is the cost of the cable transfer for account of drawer or drawee?

(*e*) Is the drawee permitted to inspect the merchandise before acceptance or payment? This is an important point, as ordinarily, under a sight draft, documents against payment,

there is no right of prior inspection of the goods, nor on a time draft is there any right of inspection of merchandise before acceptance, unless this right is conferred by the drawer.

(*f*) Shall the draft be protested for nonacceptance or nonpayment? Or shall the correspondent bank be instructed specifically not to protest?

(*g*) Shall the presentation of the draft be held for the arrival of the merchandise?

(*h*) Shall the drawee be allowed a discount for paying the draft before its maturity date, and if so, what shall be the amount of the discount?

(*i*) Shall advice of payment or acceptance of the draft be transmitted by cable?

(*j*) What shall be done in an emergency? This is one of the most important spaces on the instruction sheet. If the drawee fails to pay or accept the draft, it is in the interest of the drawer to furnish specific instructions, so that the correspondent bank will know how to proceed. The drawer may have an agent or a representative in the city of the drawee. If so, it is important to state what authority this official has to act. Has he a power of attorney to represent the drawer? Can he act fully, so as to authorize reductions in the amount of the draft or extension of its terms, waiving of protests, and so forth? Or is his authority limited to mere assistance in obtaining acceptance or payment of the draft, without power to alter its terms in any way? (*See specimens, pages 760–761.*)

(*k*) Should the bank act as exporter's or shipper's agent in order to arrange sale, return, or other disposal of the goods?

(*l*) Shall the draft be extended on maturity?

(*m*) What is the name of the exporter's foreign representative (if any, in country where draft payment has been refused) and should he (or anyone else) be notified of dishonoring of draft (to pay or accept draft)?

(*See* Draft, collection (of).)

Draft, loan. Banks also make loans up to a certain percentage of the face value of a draft and hold the shipment as collateral. (*See* Draft; Collateral.)

Draft, long. A draft for more than 60 days after sight.

Draft, maturity of. *See* Maturity; Draft, honoring.

Draft, meeting (of). The equivalent of payment of draft. "Draft has been met" means draft has been paid.

Draft, negotiable. (*See* Acceptance *and other headings under* Draft; Negotiable instrument.) Signifies that it is at all times possible for the original or momentary holder of a draft to deliver and endorse it to a third person or his order. All claims to the money which the draft represents are thereby transferred to the new holder, and the draft has been "negotiated." All drafts are negotiable unless the draft itself states clearly that it must not be transferred. Any draft may be made payable "to bearer" when it is stated that it is "payable to bearer" or when the last or only endorsement on the draft is in blank and does not designate a specific person or firm to whom it is to be paid. In all other cases, it is payable to order, in which case the payee, that is, the person who is to receive the money, is named on the draft: "payable to the order of ————." (*See* Draft, negotiated.)

Draft, negotiated. When a draft has been transferred from one person to another (*see* Draft, negotiable, *and other* Draft *headings*), making the transferee (the person to whom it has been transferred) the owner of the draft, the draft is said to have been *negotiated.*

Draft, non-negotiable. Such a draft can be transferred only by an assignment

and not by mere endorsement (*see* Assignment; Endorsement; Draft, negotiable).

Draft, nonpayment (of). *See* Draft, dishonored.

Draft, original. *See* First (of) Exchange.

Draft, payment (of). Abbrev.: *D/P.* *See* Draft, honoring (of).

Draft payment, anticipated. If payments are made before draft becomes due or matures, a prearranged discount is agreed to by the exporter and the collecting bank (*see* Draft instructions) and is included in the instructions to the bank.

Draft, premium (on). *See* Agio.

Draft, presentation (of). This is the presentation of the draft to the debtor or drawee, who in the case of a time draft has previously accepted the draft and becomes the acceptor (*see various* Draft *headings;* Acceptance; Acceptor). This presentation is made either by the holder of the draft or by someone (including the shipper's bank's foreign branch or correspondent) authorized to receive payment for the holder's account. This presentation must be made on a business day, during business hours, at the proper place, that is to say, at the place where payment is specified, or, if that has not been done, at the address of the drawee or acceptor of the draft.

Draft, protest of. (*See* Protest, nonpayment of draft.) In many countries, a repudiated draft has no standing in court unless a formally notarized statement of the facts, technically known as a *protest*, is attached. Therefore, if a bill is not paid or honored, it may be protested, since otherwise the owner of the bill loses his right to recourse against drawer and endorser or endorsers. There are important factors of varying effect entering into the question of protest in some foreign countries. But where a protest is necessary or desirable, it should be obtained. A protest is a formal certificate, attested to by a notary, confirming the dishonor of the draft on date it became due. The protest generally includes a copy of the draft, the names of the parties for whom and against whom the draft was protested, the place of protest, the date of protest, a statement that acceptance or payment (*see* Draft, dishonored) was demanded by the notary, the answer given (if any) or a notification that no answer was obtainable or that drawee (or acceptor) could not be located, including (in the protest) a formal reservation of rights against all parties liable in connection with the dishonoring of the draft. It is in the interest of the drawer to have the draft protested by having a notary record the above facts and data. (*See* Protest, nonpayment (of) draft.) It is very necessary, in countries where a nonprotested draft is not admitted as evidence by its courts, to record legally the fact that payment was refused on the date, at the place, and in the manner payment had originally been agreed upon.

Draft, recourse. *See* Draft, buying (of).

Draft, repudiated. *See* Draft, dishonored.

Draft, seller (of). The person for whom a draft has been negotiated. (*See* Draft, buying (of); Draft, negotiated.)

Draft, ship's. *See* Draft, vessel's.

Draft, short. (*See* Bills, short; Draft, long.) It is a draft for not more than 60 days.

Draft, sight. (Abbrev. *S/D.*) (*See* Draft, at sight.) This is the same as a draft at sight; that is, payable upon presentation to the drawee. The term *sight draft* also is used in reference to a time draft, a draft maturing a specified number of days after sight,

because of the custom of quoting terms under time drafts, as, for example, "sight draft, 60 days, documents against acceptance." (*See specimen, page 789.*)

Draft, sight, but not until after arrival of goods. The "run" of this draft only starts or begins to count after goods have arrived at the destination or port of destination. Thus, a draft drawn "30 days after sight, but not until after arrival of goods" is due (matures) only thirty days from the date on which goods arrived. (*See* Draft; Draft after goods' arrival.)

Draft (of) steamer. *See* Draft, vessel's.

Draft, stopped. The equivalent of payment of draft having been refused, withheld, or suspended, and in fact, not paid (*see* Draft, dishonored).

Draft, straight (import). Where an importer does not send cash abroad, or does not open an import credit, he usually stipulates that the foreign seller draw on him either at sight or so many days after date, and that the documents carrying title to the goods are to be released either against payment of the draft (D/P) or against the importer's acceptance of it (D/A). (*See* Letter of credit, import.)

Draft, time. A draft maturing a stipulated number of days after sight, meaning: after the drawee has seen it. If the draft is 90 days after sight, it will be presented to the drawee for acceptance on its receipt by the collecting bank, and then it will become due 90 days thereafter, with the addition of days of grace if these are permitted by the law of the country in question (*see* Draft *headings;* Draft, due date; *see pages 789–790*).

If the terms of sale are documents against acceptance, the buyer gets the shipping documents immediately on accepting the draft, and may clear the goods through Customs.

If the terms of sale are documents against payment, the procedure is more complicated. These are harsh terms. The seller is willing to grant credit, but only if he retains the security of the documents until payment of the draft. This type of draft presupposes some co-operation on the part of the collecting bank in the buyer's country. The goods must be cleared at the Customs, or heavy storage charges will accrue, because if it is a 90-day draft, documents against payment, the draft will not mature until 90 days after the buyer sees it, yet, according to these terms, the buyer cannot get the clearance documents until payment. In this situation the collecting bank might adopt one of two courses: first, clear the goods and warehouse them, perhaps letting them out to the buyer piecemeal on his making installment payments until the draft matures and the final payment is made; second, release the documents to the buyer under a trust receipt contract (*see* Trust receipt). The documentary payment time draft is used mostly on sales to the Far East, where the banks and buyers are accustomed to these drafts and have perfected arrangements for handling them. For example, documentary payment time drafts are common on sales to the Philippines, the banks there releasing the documents to the buyers under trust receipts. As the local bank does this at its own risk, the drawer of the draft is fully secured as far as outstanding payments are concerned until the draft is paid, as the bank is responsible for all collections, whereas, under the more liberal documents-against-acceptance terms, the drawer must rely on the drawee's promise, on accepting the draft, that he will pay the draft at maturity.

Draft, trade. *See* Draft, commercial.

Draft, vessel's. The draft or draught of a vessel shows the depth of water a ship draws, usually when laden.

Draft, weight. *See* Weight draft.

Draft without recourse. *See* Draft, discounting, without recourse; Draft, buying (of).

Dragnet clause. The Customs term for the clause which includes "articles not otherwise provided for."

Draught, vessel's. *See* Draft, vessel's.

Drawback. The drawback may be a repayment in whole or in part of Customs duties paid on imported merchandise that is re-exported (either in the same form as imported, or manufactured into a finished article), or the refund, upon exportation of imported merchandise, of a domestic tax which has been paid on it. It is, therefore, the refund or restitution of any duty paid or any tax levied. Its application varies in different countries, as it may be allowed even for domestic sales in the import country on imported materials which have become part of the finished product which is thus being sold. The general purpose of the drawback is to equalize the competitive position of the domestic producer in export markets with that of his foreign rivals. When the local price of imported raw materials is increased by the duty levied on them, the foreign manufacturer using the same materials without payment of duty, or at a much lower duty, has an advantage over one who has to pay the higher tariff rates imposed by his own country. The drawback seeks to remedy this disadvantage by refunding to the domestic firm or manufacturer who uses such dutiable raw materials to finish his product and make it salable, an amount equal, or almost equal, to the duties paid on the raw materials, when the articles so finished are exported. The drawback, therefore, becomes a partial compensation for greater domestic costs in the production of articles which embody dutiable imported materials. It fails, however, to reimburse the interest lost on the capital tied up in duties, if the latter have been paid. The drawback can be collected whether the imported article is manufactured wholly or only in part of such imported material, but in the United States it is applicable only to the re-exportation of articles containing such dutiable raw materials, or to the re-exportation of imported merchandise stored in a bonded warehouse in the custody or under the control of the government. In the latter case, drawback claims are simple and easy to make, as well as for the Customs to check, but the drawback procedure and the proofs required, as well as the difficulty both in giving and in obtaining them, stop many exporters from making any drawback claims whatever, especially as Part 22 of the Customs (drawback) Regulations is very complicated, and beset with a wealth of special conditions and requirements, procedures, and limitations. (*See the following* Drawback *headings for United States drawback regulations, procedure, and other details;* Continuous Customs custody.)

Drawback allowance. Upon the exportation of articles manufactured or produced with the use of imported merchandise, the full amount of duties is repaid less one per cent, so that the exporter receives 99 per cent of the originally paid duty, although no compensation is given for interest accumulated during the time that money paid for duties was tied up in the Customs.

Drawback application for establishment (of) drawback rate. (*See* Drawback intent notice.) A manufacturer of articles intended for exportation with benefit of drawback (whether he is the original manufacturer or producer or the intermediate or final manufacturer or producer) should make application to the Customs prior to the exportation of such articles for the establishment of a drawback rate (no-

tice of intent) (*see specimen, page 791*). If there is not sufficient time for mailing such application, it can be made by a telegram giving full details as per Customs regulations, which, however, must be followed by the regular written form. (*See* Drawback, establishment (of) drawback rate.)

Drawback, debenture. A Customs certificate entitling an exporter of imported goods to a drawback of duties paid on their importation or of the domestic tax (*see* Drawback, tax refund).

Drawback entry. (*See* Customs entry, *heading:* "Drawback entry.") Used in connection with claims for drawback of duties on merchandise which has been exported from the United States with benefit of drawback. (*See* Drawback *headings.*)

Drawback, establishment (of) drawback rate. The manufacturer or producer has to keep separate records for the goods on which drawback is claimed, showing all details with regard to both their manufacture and the imported materials used in them; he must store the imported duty-paid merchandise or drawback products separately; and the method which the manufacturer or producer intends to follow and the records he will keep he has to affirm beforehand by a triplicate sworn statement for the Customs. When this statement has been verified and accepted by the Customs, the rate of drawback on the articles described in the sworn statement will be issued by the Commissioner of Customs. (*See* Drawback application for establishment (of) drawback rate.)

Drawback, general rates. General drawback rates are established for several items, as, for example, bags and meat wrappers (made from imported burlap or other material), sugar and syrups, linseed oil, linseed oil cakes, linseed oil meal, and so forth. (*See* Drawback, establishment (of) drawback rate.)

Drawback, inspection (of) shipments. Goods for which drawback is claimed are transferred, loaded, and inspected in accordance with the regulations applicable to shipments in bond (*see* Shipments, bond). As the imported shipments in bond from a seaboard Customs to an inland Customs port (for valuation and levy of Customs duties) are supervised and inspected, likewise the drawback shipments from the inland Customs port to seaboard or frontier port are submitted to the same control. Exporters therefore have to provide in all cases, with few exceptions, adequate opportunity for official inspection, sampling, and ascertainment of quantities shipped. (*See* Customs Inspector.) The collector of Customs indicates on the notice of intent whether the merchandise is to be sampled, weighed, gauged, or measured, if he desires such action to be taken. To permit inspection, intent to load must be made. (*See* Drawback, intent notice.)

Drawback, intent notice. At least six hours, but not more than 90 days, before merchandise is loaded for export from a seaboard or frontier port, the drawback claimant or his agent must file with the collector of Customs a notice of intent to export articles with benefit of drawback giving full details, and a copy of the notice should be delivered to the Customs officer (inspector) at the place (pier) of loading. (*See* Drawback application (for) establishment (of) drawback rate.)

Drawback, nonferrous metals. *See* Drawback, sugar, nonferrous metals, and ore.

Drawback, ore. *See* Drawback, sugar.

Drawback rate. *See* Establishment (of) drawback rate.

Drawback rates, general. *See* Drawback, general rates.

Drawback settlement. A drawback entry (*see* Drawback) and certificate of manufacture for imported mer-

chandise must be filed within two years after the articles have been exported. One entry may cover several shipments. Extension of the time limit can be granted by the Commissioner of Customs if the many and various documents necessary to be submitted with the entry cannot be obtained within two years, for these papers also include those issued by one Customs officer to another. If certificates of manufacture are filed prior to the filing of the entry for drawback, a *drawback for domestic manufactures entry* form must be filed by the applicant. Again, when completely manufactured articles are purchased for exportation, and the drawback is to be paid to the purchaser, an entry must be made on the *drawback for domestic manufacture* form, accompanied by a certificate of manufacture and delivery. If the imported merchandise used in the exported articles was not imported by the manufacturer or producer himself, no drawback is allowed until a certificate of delivery of imported merchandise has been filed. It is not within the scope of this book to give additional data and information, for Part 22 of the Customs Regulations contains all such data needed by those who are actively making or who intend to make drawback claims. But to fulfill the purpose of a handbook of foreign trade, these specimens are reproduced, for their wording, showing the detailed information given and required, will do much to help understand fully both the principles underlying the drawback purpose and technique and the very important part that this special feature of the import business plays in the foreign trade, both import and export, of a country, and, more particularly, of the United States.

Drawback, sugar, nonferrous metals, and ore. Special provisions exist for these three materials which play such a very important role in the manufacturing and producing industries of the United States. For instance, if imported, duty-paid sugar, nonferrous metals, or ore containing nonferrous metal, and duty-free or domestic merchandise of the same quality and kind are used in the manufacture or production of articles (within a period not to exceed one year from the receipt of the imported merchandise by the manufacturer or producer of such articles), drawback may be claimed equal to that which would have been allowable had the sugar, ore, or metal used therein been imported, when these articles are exported. For these items, a special drawback entry and certificate of manufacture are used (*see* Drawback).

Drawback, tax refund. This payment of a drawback refunds the domestic tax paid on a domestic material (alcohol) which is used in the manufacture of certain articles which are later exported. It is, therefore, in contrast to the general and more frequent employment of drawback payments which are claimed in connection with the import duties paid on materials which are used in the manufacture of articles later exported. This tax refund drawback applies to the use of domestic tax-paid alcohol, and particularly to its use in the manufacture of flavoring extracts, medicinal preparations, perfumery, and toilet preparations of all kinds. When these are made in part from domestic alcohol on which an internal revenue tax has been paid, a drawback is allowed equal to the amount of the tax found to have been paid on the alcohol so used.

This drawback of the internal revenue tax is also paid when shipments are made to the Virgin Islands, Puerto Rico, Guam, and American Samoa, but not to Alaska, Hawaii, Wake

Island, Midway Island, or Kingman Reef.

The manufacturer or the drawback specialist wishing to claim such tax refund drawback has to follow practically the same procedure, on different special forms, as the claimant for import duty refund. He files his notice of intent and, if his to-be-exported goods also employed import duty drawback materials, he has to file two sets of drawback entries, the second to cover the import duty claim. The drawback entry for tax-paid alcohol must be accompanied by a drawback entry and certificate of manufacture for tax-paid alcohol and a certificate of manufacture and delivery, as well as a certificate of the delivery of the tax-paid alcohol. The manufacturer's records must be open at all times for inspection with regard to the alcohol so used. The alcohol tax unit of the internal revenue office, on application by the manufacturer, will issue a serially numbered certificate confirming that the tax on the alcohol (which is the basis of the drawback claim) was paid when it was withdrawn, and this certificate must be sent to the collector of Customs. When the drawback claim has been completed by filing of the entry and bills of lading showing exportation, and the actual exportation of the goods has been verified, the collector ascertains what drawback is due, advises the internal revenue (alcohol tax unit) office, who will forward the claim to the Comptroller General of the United States for payment, less 1 per cent, of the full tax paid on the alcohol used for such shipments.

Drawback, territory. Drawback of duty is allowed on shipments to the Philippine Islands, the Panama Canal Zone, and Guantanamo Bay Naval Station (off Cuba). But there is no legal authority for the allowance of drawback of Customs duty on articles manufactured or produced in the United States and shipped to Alaska, Puerto Rico, Hawaii, the Virgin Islands, American Samoa, Wake Island, Midway Island, Kingman Reef, Guam, Canton Island, Enderby Island, Johnston Island, or Palmyra Island.

Drawback, various. There are various other provisions for drawback payments, as allowed by the Customs regulations of the United States: for example, on duties and taxes on articles loaded on vessels and aircraft as supplies or for use as equipment or in the maintenance or repair of aircraft, on merchandise which has been in continuous Customs custody since importation and is withdrawn for exportation, on imported merchandise not conforming to sample or specifications and exported for that reason (*see* Drawback *headings*).

Drawback (on) vessel. Materials imported and used in the construction and equipment of vessels built for foreign account and ownership, whether for private or government account or ownership, may have duties (that were paid at their importation) claimed under the drawback regulations, although such vessels are not within the strict meaning of the term "articles which are exported from the United States." The builder of the vessel makes the claim.

Drawee. The person on whom the draft is drawn, that is, the person to whom the order is given to pay; the debtor, who is to pay the draft when due, who —in case of a time draft—accepts it and thereby becomes the acceptor (*see* Draft; Acceptor).

Drawer. The person to whom the money is owed and who, by drawing or issuing the draft, gives the order (to the drawee) to pay. (*See* Draft; Drawee.)

Drawing (of) draft. The issuing of the draft by the drawer, who draws on the drawee. (*See* Draft.)

Drug imports. *See* Food imports.

Due date of draft. *See* Draft, due date.

Dues, tonnage. *See* Tonnage dues.

Dumping. As the word indicates, this describes the disposing of merchandise abroad (1) either below established export prices or (2) below the domestic cost of the merchandise in the country from which it is exported. While it originally signified the sale of any article abroad at so low a price that it is sold at a loss rather than at a profit, it has come generally to identify the "dumping" as indicated in the first meaning, even though (when at lower than export prices or below the other country's production costs) there may be no loss (which in the case of devalued or depreciated currencies is often possible, though only in the form of a book profit). A depreciated currency has the tendency to operate as a premium on exports by causing export prices, temporarily at least, to be abnormally low in terms of the foreign undepreciated currencies. Dumping may be resorted to for many reasons and in many different forms, but principally it is done by a country or its exporters because the world price is lower than the domestic price; in order to crush competition; in order to dispose of surplus stocks; or in order to maintain production in times of domestic or world depression.

The practice of "dumping" foreign goods on the United States market should also be given consideration. "Dumping" is defined by act of Congress, H. R. 2435, as the sale or purchase in the United States of foreign-made goods below their fair market value in the exporting country or, in the absence of such value, below the foreign cost of production. (*See* Dumping duty.) The Secretary of the Treasury is authorized to levy a special "dumping duty" on such imports in an amount equal to the difference between the invoice price and such fair market value or cost of production as the case may require. (*See* Certificate, non-dumping.)

Dumping duty. (*See* Dumping.) In defense against unfair competition from abroad through the sale of goods below export or below domestic prices in the shipper's country, special dumping duties are assessed on all importations into the United States of such merchandise, whether dutiable or free. This special "dumping duty" is intended to equalize the difference between the purchase price and the foreign market value on the date of purchase, or, if there is no purchase value, between the purchase price and the cost of production. In computing this duty, any foreign currency involved is converted into United States money as of the date of purchase or of the agreement to purchase. (*See* Certificate, non-dumping; Certificate, consular; Invoice, consular.) Dumping duties also are levied in some foreign countries.

Dun and Bradstreet. This is one of the well-known credit information bureaus, with headquarters in New York City. Its services in the foreign field (since 1857) cover foreign buyers and agents. Its numerous foreign branches not only handle inquiries sent them for the benefit of American users of the service, but in turn ask and obtain reports on American firms and agents for its native customers: importers, brokers, exporters, commission merchants, and agents. Moreover, these foreign branches in turn interchange reports among themselves, so that a very complete service-net exists for credit reports. (*See specimen, pages 765–766.*) The reports generally show, besides, of course, the names of the owners and the address of a company or business, its history, details as to what is sold or bought, a fiscal comparison over three or more pre-

ceding years, a financial statement, an analysis of the financial condition of the firm by the Dun and Bradstreet experts, a record of payments, and an estimate of the credit risk involved when dealing with the firm or person regarding whom the report is made. This firm has special departments for special services (*see specimen, page 793*), and it publishes a Latin American sales index (*see specimen, page 767*), which is lent to subscribers, that is arranged not only geographically but also according to trades and goods handled, on the basis of a special trade code, and according to a special capital group code. This arrangement permits the selection of accounts by locality, by trade groups, or by capital groups. The trade groups include, for example:

Food Products
Textile Products
Wood Products
Paper Products
Printing and Publishing
Drug, Chemical, and Paint Products
Petroleum and Coal Products
Rubber Products
Leather and Fur Products
Stone, Clay, and Glass Products
Iron and Steel Products (Not Machinery)
Nonferrous Metals and Products
Machinery and Electrical Equipment (not Transportation Equipment)
Transportation Equipment
Miscellaneous Goods (Industrial, Commercial, and Miscellaneous Supplies)
Miscellaneous Services (Commercial and Professional)

Dunnage. The term employed for ship's lumber used in stowing the ship.

Dutch auction. *See* Auction, Dutch.

Dutiable charges. Such costs and other expenses as are incidental to placing the merchandise in condition, packed ready for shipment to the United States. Such charges must represent the actual cost and be confined solely to merchandise exported to the United States. Any expenses which enter into the value of the merchandise when sold in the ordinary course of trade for domestic consumption in the country of exportation are not charges but become a part of the value of the merchandise. (*See* Charges.)

Nondutiable charges are such items of cost and expense as constitute no part of the value of the merchandise when sold in the ordinary course of trade in the country of exportation, and are no part of the expense of placing it in condition, packed ready for shipment to the United States..

Dutiable consumption entry. *See* Entry, consumption.

Dutiable value. *See* Value, dutiable.

Duties. Taxes assessed (*see* Tax assessing) on goods passing into a country (import duties) or out of it (export duties). (*See* Import duties; Duty, export.) Most countries assess the duties either on an ad valorem or on a specific basis. Duties are paid at destination, by the buyer of the imported merchandise, and should not be included in any quotations, with exceptions only where a special case or agreement warrants their inclusion. However, the foreign trader should study them for individual goods, both in his own country, so that as an importer he can calculate the landed cost, that is, the cost of the products delivered to his store or warehouse, which includes the duty; and in the country to which he is shipping, so that as an exporter he can judge the chances of meeting competition in the foreign market. Since Customs tariffs, owing to their frequent use as political measures or as trade barriers, are ever-changing, the foreign trader must keep himself constantly posted. The duties payable for imports in the

United States can all be ascertained—that is, their method of computation, as well as the established duties and the rules and regulations regarding them—from the United States Customs Service. Information on foreign tariffs can usually be obtained from the Department of Commerce (*see* Commerce Department). (*See* Tariff Act of the U. S.; Value, dutiable; Duty *headings;* Customs schedules.)

Duties and rights of carrier. *See* Responsibilities and liabilities, carrier and ship.

Duty, ad valorem. (*See* Ad valorem.) This term (from the Latin: "according to value") signifies duties payable on the value of the imported articles, expressed in percentages, as: "5% ad valorem," computed on a basis that varies considerably in different countries. To determine the dutiable value of imported merchandise is, of course, much more complicated than to calculate duties due on the basis of weight. (*See* Customs schedules, *heading:* "Ad valorem duties.") Generally, this appraisement is based on the cost price in the exporting country, or on the wholesale price of equal quantities in the exporting country, or, again, on the wholesale price of equal quantities in the importing country, or on the import c. i. f. (cost, insurance, freight) value or the f. o. b. export price. In the United States, these calculations are based on the foreign value, the American (United States) value, the export value, the cost of production, and the American selling price. (*See* Value (for) appraisement; Duty, compound; *appropriate* Duty *headings.*)

Duty, ad valorem packing. *See* Packing, various duties.

Duty, appraisal (of). *See* Appraisement.

Duty, appraisement (of). *See* Appraisement.

Duty, assessing (of). *See* Appraisement.

Duty, assessment (of). *See* Appraisement.

Duty, compound. Import duties may be *ad valorem* (*see* Duty, ad valorem) or *specific* (*see* Duty, specific) or a combination of the two. In the latter case, such duty is known as *compound,* meaning that the duty comprises both ad valorem and specific rates; for example, 5 per cent ad valorem plus one dollar per pound. (*See* Tariff, mixed.)

Duty, contingent. Under various tariff acts from 1890 to 1930 a few selected articles were made free or dutiable with the proviso that if the imported article was the product of a country which enforced a higher rate of duty on the same product of the United States, this higher rate should be collected in the United States on such an import from the foreign country. Accordingly, at the same moment several different rates might be collected from identical merchandise dependent upon the country of origin.

These duties were miscalled "countervailing duties," though the typical situation was that the equal rate of duty was levied in the United States at most on trifling imports from the other country, so that the trifling duty collected in no way offset the collection of duty in the foreign country on very large imports from the United States. (*See* Duty, countervailing.) Later such duties were officially designated "contingent duties." Those included in the Tariff Act of 1930 were repealed in 1934 on the initiative of the Department of State on the ground that the levying of different and higher rates of duty was contrary to our most-favored-nation treaties.

Duty, countervailing. These duties are intended to remove the effects of bounties or grants bestowed on ex-

ported goods, and so offset the lower price created by such bounties when goods are exported from a country receiving them into another country. In the United States, the Secretary of the Treasury (after ascertaining that such bounties or grants are anywhere being paid on goods exported to the United States) determines the amount of such payments and then orders a special duty levied on the goods benefited by them, if imported into the United States, equal to such bounties, thereby offsetting the otherwise unfair competitive advantage of such goods. From time to time such lists are published, showing both the countries and the commodities; the prevailing United States countervailing duties are enumerated in the Customs Regulations.

If an industry in one country is dependent on imports of raw material from another country, and the latter imposes an export duty on this raw material, the effect on the competition in the finished article is much the same as if the first country had granted a bounty on the export of the finished product. A special import duty in the second country may be imposed on the finished product to offset the export duty in the first country, and this duty is also a countervailing duty. (*See* Duty, contingent.)

Duty, dumping. *See* Dumping duty.

Duty, export. As duties are really taxes levied on goods entering a country, some countries also levy taxes on the goods leaving their borders. In the United States, export duties are prohibited, for the Constitution (Art. I, Sec. 9) does not permit their application.

Duty, free of. *See* Free list.

Duty, gross weight. *See* Packing, various duties.

Duty, import. *See* Duty, ad valorem; Duty, specific; Duty, compound; Import duties.

Duty insurance. *See* Insurance, duty.

Duty, legal weight. *See* Packing, various duties.

Duty, liquidation (of). Part 16 of the Customs Regulations deals with the liquidation of duties, the essence of which is that all entries covering imported merchandise, except those for transport in bond or for immediate exportation, must be liquidated. The term *liquidation* here signifies the final computation or ascertainment of the duties accruing on the entry (of goods). In order to assure payment, the consignee, when making his entry (unless merchandise is for transportation, or for warehouse or under bond), deposits the amount of duty estimated to be payable on the shipment so entered. Upon receipt of the appraiser's report and of the various reports of landing, weighing, gauge or measurement, the collector fixes or ascertains the duties payable on the entered articles. (*See* Duty, payment of.) He then liquidates the entry of the importation, and either collects duty still payable or refunds any amount paid over and above the final amount ascertained or fixed by him. (*See* Entry liquidation.)

Duty, mixed. *See* Duty, compound. (*See also* Tariff, mixed.)

Duty modifications. *See* Agreements, reciprocal trade.

Duty, net weight. *See* Packing, various duties; Weight, legal, net.

Duty (on) official values. *See* Value; Tariff, official.

Duty (on) packing. *See* Packing, various duties.

"Duty paid." The seller must pay duties if the buyer agreed to buy on this basis.

Duty, payment (of). The collector of Customs at any port is responsible for payment of an uncertified check if he

accepts it in settlement of a payment due the United States. The government itself demands that all checks be certified or be bank drafts or cashier's checks, and will not accept any checks on foreign banks or commercial drafts subject to acceptance by the drawee. (*See* Duty, liquidation (of); Entry liquidation.)

Duty, preferential. *See* Preferential duties.

Duty, protective. *See* Protective duty; Restraint (of) trade.

Duty reductions. *See* Agreements, reciprocal trade.

Duty, relief (from). The Customs regulations of a country generally provide for relief from duty (the United States specifies its relief from duty regulations in Part 15 of the Customs Regulations) on merchandise which has been stolen, lost, destroyed, condemned, injured, abandoned, or shortshipped.

Duty, revenue. *See* Revenue duties.

Duty, segregated. *See* Packing, various duties.

Duty, specific. The duty is based on so much per unit of weight or other measure of quantity. (*See* Tariff, specific.) It is, therefore, a fixed amount, according to weight, number, volume, or other measure. (*See* Specific duties.) Specific duties are in contrast to ad valorem duties, which are levied according to value. (*See* Duty, ad valorem; Duty, compound.) Specific duties may be levied on gross, net, or legal weight. (*See* Customs schedules.)

E

Earnest money. A sum of money paid at the conclusion of an agreement, in order to prove, by the payment of the money itself and the acceptance thereof by the second party, that the deal for which it is paid and accepted has been agreed to by both parties.

East India Cotton Association. *See* Commodity Exchange, Inc.

Economic diversification. The diversification of agricultural, commercial, or manufacturing production for the purpose of stabilizing supplies and demands or of equalizing costs, instead of continuing one-sided production leading to overproduction of one article rather than the needed production of diversified articles (or products). A stabilization of prices is a desired result of the production of equalized quantities of diversified articles to meet the diversified demand. (*See* Stabilization (of) prices.)

Economic independence. Generally, the possession by a nation, within her own boundaries, of the essential elements of the national economic life.

Economic (and) Social Council. *See* United Nations.

Economical. The least wasteful handling of any trade or other transaction or procedure.

Economics. The science that investigates the laws and conditions that influence or direct agriculture, commerce, manufacturing, and other activities connected with wealth, insofar as they affect production, distribution, and consumption.

Economy. The management of any kind of asset or resource (for example, time, thought, money, or materials) in such a way as to secure their maximum efficiency and the creation of the maximum value with a minimum of waste.

Edge Law. The Edge Law (section 25 (a) of the Federal Reserve Act) permits the Federal incorporation of concerns or firms to engage solely in international or foreign banking or in other non-domestic financial operations.

Section 25(a) of the Federal Reserve Act provides for the organization of corporations to engage in international or foreign banking or other international or foreign financial operations. Such foreign banking corporations are sometimes referred to as "Edge banks." According to the provisions of the section, an organization certificate for such a corporation is filed with the Board of Governors of the Federal Reserve System, which, after approval, issues a permit to begin business. The operations of foreign banking corporations organized under this section are governed by the provisions of the section and the Board's Regulation "K." The Chase Bank, New York, N. Y., affiliated with the Chase National Bank of the City of New York, was the first banking corporation organized under the provisions of section 25(a) of the Federal Reserve Act to start active operation. (*See* Federal Reserve Act.)

Educational exports, returned. Articles exported for educational or scientific purposes and returned, if imported into the United States by the person who shipped them, are admitted duty free if accompanied by a certificate of exportation and by a declaration made by the foreign shipper before the United States consul stating that such articles were sent him from the United States solely for temporary scientific or educational use, and describing the use to which they were put. (*See* Scientific exports.)

Educational tariff. *See* Tariff, educational.

Elapsed time. *See* Air express.

Embargo. A government order by which ships are detained in port or excluded from a port. Generally an embargo is ordered in times when war is expected or has been declared, but it may also be used to put pressure upon other nations for political or economic reasons, or, again, as protection against the landing of undesirable cargoes (for example, diseased cattle) from abroad. The embargo may be laid on both enemy and national ships. Current usage allows the application of the word *embargo* to articles of commerce as well as to shipping, so that an embargo on a given product means a complete prohibition, as distinguished from a tariff or partial restriction. Many writers apply it indifferently to imports and exports, although some confine *embargo* to exports and use *prohibition* in connection with imports.

Embargo, gold. *See* Gold embargo.

Endorse. *See* Endorsement.

Endorsed (in) blank. *See* Draft endorsement.

Endorsee. The person to whom the endorser endorses a document (check, draft, bill of lading, and so on). (*See* Endorser.)

Endorsement. This is written either on a document (draft, check, bill of lading, warehouse receipt, or the like) itself or also, in the case of a draft, on a slip of paper attached to it, known as an *allonge*. To prevent any such slips from being taken from one draft and transferred or fastened to another, the first endorsement on the slip starts on the draft itself and continues onto the allonge (just as some persons write their names across the flaps of envelopes to prevent their being opened by unauthorized persons). (*See* Draft endorsement; Endorser; Allonge; Aval.) It may also be a printed form attached to an insurance policy calling for certain changes in the basic policy. (*See* Insurance rider.)

Endorsement (of) exchange. *See* Exchange endorsement.

Endorser. The person who endorses a document to someone else, the endorsee, by signing his name or his firm's name on the back of it. In the case of a draft, the endorser becomes liable for the payment of the draft when due as well as for its acceptance, if it is a time draft. Generally and with few exceptions, all endorsers are liable, in respect to one another, in the order in which they have endorsed the draft. One exception is an endorsement by an endorser who adds "without recourse," or its equivalent, to his signature. On the other hand, an endorser of a draft who signs for another person and is not the principal, and so clearly states on the draft, is not liable, as he is merely the signer for another's account and responsibility. (*See* Draft endorsement.)

Engagement sheet. *See* Steamer documents, outgoing and incoming.

Enrolled vessels. *See* Enrollment (of) vessels.

Enrolling (of) vessels. *See* Enrollment (of) vessels.

Enrollment (of) vessels. As no clearance to a foreign port is granted to any vessel of the United States unless it is under register or frontier enrollment and license, it is necessary to know that all vessels which are to be documented for navigation of the frontier waters otherwise than by sea must apply for and obtain a frontier enrollment and license. The same applies to coasting trade vessels, for which purpose a vessel of over 20 tons net must be licensed as such, and a vessel of 5 tons or over but less than 20 tons must be licensed as such, unless either type of vessel is registered (*see* Vessel registry). Therefore, vessels which are engaged in coastwise or inland trade, as distinguished from

foreign trade (*see* Vessel register), are enrolled, that is, listed by the Government, after all conditions imposed by law are complied with (*see specimens, pages 914–917*).

Enter, to (speaking of goods). *See* Entry (of) goods.

Enter, to (speaking of vessels). *See* Vessel entry.

Entomology, Bureau (of). *See* Plants or plant product exports; Plants or plant product imports; Tobacco exports.

Entrance, ship's. *See* Vessel entry.

Entrepôt. A name (from the French) used often abroad for a bonded warehouse or a warehouse used for the transshipment of goods. (*See* Warehouse, bonded.) The goods remain in the warehouse or entrepôt until their journey to their final destination is resumed. The entrepôt can also be used, like our own bonded warehouses, for the storage of goods imported into a country until it is desired to withdraw them, partially or wholly, after duty for withdrawn quantities has been paid and the goods have been released by Customs.

Entry. (*See also* Customs entry; Vessel entry.) This word, of great importance and continued use in the language of foreign trade, in connection with the Customs Service has three meanings: it refers to the documents which are filed at the customhouse, the presentation and acceptance of the documents, and the transaction of actually passing the merchandise through the Customs. The technique of the Customs entry is described under heading: "Entry (of) goods." Again, it may refer also to the entry of vessels (*see* Aircraft entry; Vessel entry; Port (of) entry), as well as to the entry of merchandise in a warehouse. (*See* Warehouse entry.) Abroad, entry declarations are also required (*see specimen, page 777*).

Entry, aircraft. *See* Aircraft entry.

Entry, airports (of). *See* Airport; Aircraft clearance and entry.

Entry, American products (free). *See* Certificate, consular, returned American products; Educational exports.

Entry, appraisement. *See* Customs entry, *heading:* "Appraisement entry."

Entry, articles not dutiable. *See* Free list.

Entry, baggage. *See* Baggage declaration and entry.

Entry, bonded manufacturing warehouse. *See* Customs entry, *heading:* "Bonded manufacturing warehouse entry."

Entry, combined rewarehouse and consumption. *See* Customs entry, *heading:* "Combined rewarehouse entry and withdrawal for consumption."

Entry, consolidated carload. *See* Shipment, consolidated.

Entry, consolidated shipment. *See* Shipment, consolidated.

Entry, consumption. (*See* Customs entry, *heading.* "Consumption entry.") Entry for consumption, according to United States Customs Regulations, must be made in triplicate (*see specimen, pages 799–802*), and there is a distinction between dutiable and free consumption entries. When the importer desires immediate release of such goods (before duties, admissibility, and papers have been examined and confirmed), he can get their release from Customs, with few exceptions, by filing a bond (*see* Bond, Customs) and depositing the estimated duties. The latter is not necessary when goods are entered or withdrawn for consumption by the United States Government or any of its agencies. When an importer declares that the merchandise that he is entering is "for consumption," he thereby indicates that such merchandise is intended for domestic use.

Entry, declaration. *See* Entry (of) goods; Vessel entry.

Entry, drawback. *See* Customs entry,

heading: "Drawback entry"; *see* Drawback *headings*.

Entry, educational exports (returned). *See* Educational exports, returned.

Entry, equipment and repairs to vessels. *See* Customs entry, *heading:* "Entry of equipment and repairs to vessel"; *see* Repairs abroad.

Entry, exhibition. *See* Customs entry, *heading:* "Exhibition entry"; *see* Exhibition exports.

Entry, exportation. An exportation entry is used for merchandise which is exported from the port of arrival in the United States. (*See* Entry, exportation and transportation.)

Entry, exportation and transportation. *See* Customs entry, *heading:* "Transportation and exportation entry."

Entry, free (of) duty. *See* Free list; Repairs abroad; Certificate, consular, returned American products; Educational exports.

Entry, free, (of) goods. *See* Free list.

Entry, free, (of) merchandise. *See* Free list.

Entry, free, (of) returned American products. *See* Certificate, consular, returned American products; Educational exports.

Entry (of) goods. (*See also* Entry; Customs entry.) An *entry* must be made of every importation into the United States, whether free or dutiable and regardless of its value, unless specifically exempted by statute or regulation from the necessity of entry. On the other hand, no merchandise can be entered, that is to say, no paper pertaining to the entry of importation can be filed in the customhouse, prior to the arrival of the merchandise within the limits of the port of entry (with exceptions). The date on which the entry is accepted by the collector is considered the date of entry, but no entry is accepted until the importer has complied with all acts required of him and which are necessary to secure the issuance of the order to examine the shipment (*see* Appraisement; Appraiser). If merchandise is imported by a vessel, the date on which the vessel arrived within the limits of a port with the intention to unload is considered the date of importation. There are certain exceptions and several regulations, all of which, as well as those relating to the other points of the following short synopsis of the entry technique, are defined in greatest detail in the Customs Regulations. The person or agent making entry must prove his right to do so. The bill of lading (*see* Bill of lading) or a carrier's certificate (*see* Air waybill) is considered the best evidence of this, if goods have come to the United States by a common carrier. (*See* Carrier, common.) The possession of goods not landed or entered in the United States by a common carrier is recognized as sufficient evidence for the right to make entry. (*See* Cargo, discharge of; Cargo release.) Finally, the Customs issue the Entry Permit (*see specimen, page 806*).

The entry itself, which must be made in legible writing in a permanent medium (typewriter, ink, indelible pencil), must also be made on the forms prescribed by the Customs and give all the necessary information. Each formal entry must be accompanied by the Customs form 6417. For each invoice covered by the entry there must be shown: the gross amount, the deduction of the aggregate of any nondutiable charges included in such an amount, the further aggregate of any deductions from invoice values to make entered values, the addition of the aggregate of any dutiable charges not included in the gross amount of the invoice, and any other additions to invoice values to make entered values, so that the final value in the summary computation represents the

aggregate of the entered values of all the merchandise on each invoice covered by the entry.

The Customs Regulations for these entries, of course, go into greatest detail. They are complicated, and generally the Customs entries for firms who have frequent need for them warrant the employment of a customhouse broker, the creation of a special department, or the employment in the importer's own offices of a Customs clerk, that is, one who is thoroughly familiar with and responsible for all entry papers and the entry of the goods. The regulations give details, for example, on how to handle consolidated shipments, for separate entries for portions or all the merchandise arriving on one vessel or vehicle (consigned to one consignee), and separate entries for merchandise covered by one or several bills of lading. The Customs Regulations also provide for entries for which either invoices or bills of lading cannot be produced. Except for articles specifically listed in the Customs Regulations, all entries must be accompanied by a certified invoice, or the prescribed bond when it cannot be produced, and all invoices of merchandise imported must contain the following information (*see also* Invoice, consular):

(1) The port of entry to which the merchandise is destined;

(2) The time when, the place where, and the person by whom and the person to whom the merchandise is sold or agreed to be sold, or if to be imported otherwise than in pursuance of a purchase, the place from which shipped, the time when and the person to whom and the person by whom it is shipped;

(3) A detailed description of the merchandise, including the name by which each item is known, the grade or quality, and the marks, numbers, or symbols under which sold by the seller or manufacturer to the trade in the country of exportation, together with the marks and numbers of the packages in which the merchandise is packed;

(4) The quantities in the weights and measures of the country or place from which the merchandise is shipped, or in the weights and measures of the United States;

(5) The purchase price of each item in the currency of the purchase, if the merchandise is shipped in pursuance of a purchase or an agreement to purchase;

(6) If the merchandise is shipped otherwise than in pursuance of a purchase or an agreement to purchase, the value for each item, in the currency in which the transactions are usually made, or, in the absence of such value, the price in such currency that the manufacturer, seller, shipper, or owner would have received, or was willing to receive, for such merchandise if sold in the ordinary course of trade and in the usual wholesale quantities in the country of exportation;

(7) The kind of currency, whether gold, silver, or paper;

(8) All charges upon the merchandise, itemized by name and amount when known to the seller or shipper; or all charges by name (including commissions, insurance, freight, cases, containers, coverings, and cost of packing) included in the invoice prices when the amounts for such charges are unknown to the seller or shipper;

(9) All rebates, drawbacks, and bounties, separately itemized, allowed upon the exportation of the merchandise; and

(10) Any other facts deemed necessary to a proper appraisement, examination, and classification of the merchandise that the Secretary of the Treasury may require. (Tariff Act of 1930, sec. 481 (a); 19 U. S. C. 1481 (a).)

If the merchandise is shipped to a person in the United States by a person other than the manufacturer, otherwise than by purchase, such person shall state on the invoice the time when, the place where, the person from whom such merchandise was purchased, and the price paid therefor in the currency of the purchase, stating whether gold,

silver, or paper. (Tariff Act of 1930, sec. 481 (b); 19 U. S. C. 1481 (b).)

The many special regulations regarding invoices also state in detail which classes of merchandise have to have additional information, clarify the mode of certification of consular invoices (signing of original by consular officer, rubber seal of the consulate as well as the consul's name, though not signature, on all copies; affixing of the stamp on the original and cancellation by the consular officer), and indicate the declarations and all other steps and papers necessary for the proper entry of goods. (*See all* Entry *headings;* Invoice, import; Entry summary; Vessel entry.)

Entry, illegal. *See* Contraband; Contrary (to) law.

Entry, immediate, (for) consumption. *See* Entry, consumption.

Entry, immediate transportation. *See* Customs entry, *heading:* "Immediate transportation without appraisement entry." *See* Entry, immediate, without appraisement.

Entry, immediate, without appraisement. (*See* Customs entry, *heading:* "Immediate transportation without appraisement entry.") Any merchandise, other than explosives and merchandise the importation of which is prohibited, arriving at a port of entry in the United States may be entered, under such rules and regulations as the Secretary of the Treasury may prescribe, for transportation in bond without appraisement to any other port of entry designated by the consignee, or his agent, and by such bonded carrier as he designates, there to be entered, in accordance with the provisions of the law.

Entry, informal, (of) goods. Merchandise imported into the United States not exceeding $100 in value, with certain exceptions, can be entered on a special form, though the collector may request formal entry (*see specimen, page 805; see* Entry, consumption), in which case no certified invoice is required. (*See* Customs entry, *heading:* "Informal entry.")

Entry liquidation. Liquidation of entries is the final computation or ascertainment of the duties accruing thereon. The liquidation is final and conclusive at the expiration of 60 days from the date of liquidation, in the absence of the filing with the collector of a written protest by the importer. Where the amount of liquidated duties differs from the amount of estimated duties deposited at the time of entry, an appropriate adjustment is made with the importer. (*See* Duty, liquidation (of); Duty, payment (of).)

Entry (by) mail. *See* Customs entry, *heading:* "Mail entry."

Entry (of) merchandise. *See* Entry (of) goods; Vessel entry.

Entry, packages. *See* Shipment, consolidated; Packages.

Entry papers. *See* Entry (of) goods.

Entry (of) parcels. The entry of parcels into the United States is regulated by special Customs regulations, as regards packages received both by mail and otherwise. All post offices can give information regarding mail. (*See* Postal services.) (*See specimens, pages 804 and 905.*) (*See* Packages.)

Entry permit. Issued by Customs, permitting entry of goods. (*See* Entry (of) goods.)

Entry port. *See* Port, entry.

Entry, port (of). *See* Port (of) entry; Airport.

Entry, preliminary, vessel. *See* Vessel entry, preliminary.

Entry release. Merchandise imported into the United States is released to or upon the order of the carrier by whom the merchandise is brought to the port at which the entry is made, except that merchandise in a bonded warehouse is released from Customs custody only to or upon the order of

the proprietor of the bonded warehouse.

At port of arrival. When an importer desires the release from Customs at the port of arrival of his importation, he or his agent must be present to make the entry and pay the duties, if any.

At other than port of arrival. If the importer wishes an importation to be released from Customs at a port other than the port of arrival, he must personally or through an agent make an "immediate transportation without appraisement entry" at the port of arrival, under which the shipment will be forwarded in bond to such other port. The Customs formalities necessary to secure the release of the merchandise from Customs are, under this procedure, postponed until the goods arrive at the destination of the bonded entry.

Entry (of) repairs abroad. *See* Repairs abroad.

Entry, returned American products. *See* Certificate, consular, returned American products.

Entry, re-warehouse. *See* Customs entry, *under heading:* "Rewarehouse entry."

Entry, ship's. *See* Vessel entry.

Entry, special delivery packages. *See* Customs entry, *heading:* "Special delivery packages."

Entry summary. The summary gives details of the goods to be entered at a United States Customhouse, and the collector designates on the front of this form the packages to be examined (by marks and numbers, if any, and with respect to each invoice) and the place where the examination is to take place. He also indicates the examination packages on the permit, and, if he thinks it necessary, on the entry (*see* Entry (of) goods). The collector also indicates whether and what merchandise is to be gauged, measured, or weighed, all as per the Customs Regulations and the Tariff Act, which latter (amended) prescribes:

> Imported merchandise, required by law or regulations made in pursuance thereof to be inspected, examined, or appraised, shall not be delivered from Customs custody, except under such bond or other security as may be prescribed by the Secretary of the Treasury to assure compliance with all applicable laws, regulations, and instructions which the Secretary of the Treasury or the Customs Service is authorized to enforce, until it has been inspected, examined, or appraised and is reported by the appraiser to have been truly and correctly invoiced and found to comply with the requirements of the laws of the United States. The collector shall designate the packages or quantities covered by any invoice or entry which are to be opened and examined for the purpose of appraisement or otherwise and shall order such packages or quantities to be sent to the public stores or other places for such purpose. Not less than one package of every invoice and not less than one package of every ten packages of merchandise, shall be so designated unless the Secretary of the Treasury, from the character and description of the merchandise, is of the opinion that the examination of a less proportion of packages will amply protect the revenue and by special regulation or instruction, the application of which may be restricted to one or more individual ports or to one or more importations or one or more classes of merchandise, permit a less number of packages to be examined. All such special regulations or instructions shall be published in the weekly Treasury Decisions within fifteen days after issuance and before the liquidation of any entries affected thereby. The collector or the appraiser may require such additional packages or quantities as either of them may deem necessary. If any package is found by the appraiser to contain any article not specified in the invoice and he reports to the collector that in his opinion such article was omitted from the invoice with fraudu-

lent intent on the part of the seller, shipper, owner, or agent, the contents of the entire package in which such article is found shall be liable to seizure, but if the appraiser reports that no such fraudulent intent is apparent then the value of said article shall be added to the entry and the duties thereon paid accordingly. If a deficiency is found in quantity, weight, or measure in the examination of any package, report thereof shall be made to the collector, who shall make allowance therefor in the liquidation of duties * * *. Tariff Act of 1930, sec. 499; 19 U. S. C. 1499.

(*See* Entry *headings;* Appraisement *headings.*)

Entry time, vessel's. *See* Vessel, entry time.

Entry, transportation. *See* Customs entry, *headings:* "Withdrawal for transportation entry," "Immediate transportation without appraisement entry."

Entry, transportation and exportation. When merchandise entering into the United States is withdrawn from the warehouse for direct exportation without transportation in bond to a foreign port, an entry and manifest must be filed by shipper or his agent. (*See* Customs entry, *heading:* "Transportation and exportation entry.") Also, when an importation is entered for transportation through the United States and exportation to a foreign country, with certain exceptions provided by the Customs Regulations, the same entry and manifest must be filed. (*See specimen, pages 937 and 938.*)

Entry, vessel's. *See* Vessel entry.

Entry, warehouse. *See* Warehouse entry. (*See* Customs entry, *heading:* "Warehouse entry.")

Entry without bill of lading. *See* Entry (of) goods.

Entry without invoice. *See* Entry (of) goods.

Enumerated articles. *See* Articles, enumerated.

Equal monthly shipments. *See* Delivery, monthly.

Equalization. The "making equal" or uniform, as, for example, the (exchange) equalization of different currencies.

Errors and omissions excepted. Abbreviated *E. & O. E.*, this marking is to protect against any errors in entering transactions into the books. It is generally written, when it is used, at the bottom of invoices or accounts, in its abbreviated form.

Escrow. The deposit of money or other security with a third person, out of reach both of the person who made the deposit and of the one for whose benefit the deposit has been made. The depositor cannot withdraw his deposit, which is "in escrow," whereas the person for whom it is intended cannot receive it until the conditions, on which payment or assignment to him are based, have been fulfilled by him. Generally there is a time limit attached to a payment or assignment "in escrow," so that the depositor can eventually receive it back, but only if the other party to the transaction has not fulfilled his part within the time prescribed. (*See* Depositor.)

Establishment (of) drawback rate. *See* Drawback, establishment (of) drawback rate.

Estimated tare. *See* Tare, estimated.

Ex. The Latin word for *without, out of. Ex est:* it is all over (finished). (*See* Definitions, foreign trade, American.) In trade language, (*a*) it means something without a feature that would otherwise be attached to or expected with it: for example, *ex dividend,* which means a stock or share without the dividend rights or a bond without the dividend coupon. On the other hand, (*b*) it is also largely used in connection with quotations and deliveries, in which case it indicates that merchandise is to be delivered, or is sold, out of a definite location: for ex-

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try's export, and release that exchange for sale as a means of paying for imports in accordance with certain conditions. The result is sometimes uncertainty—even up to the last moment—whether the local importer will be able to buy dollars to pay for his purchase. Sometimes he can pay only by depositing his own (unexportable) currency in a local bank either to his own credit with an application to buy dollar exchange or to the credit of the shipper. In some countries, payment in local currency at prevailing (legal) rates constitutes full and legal discharge for the importer, without approval of the shipper from abroad (exporter) and without provision of dollars or other free currency. (*See* Foreign funds control; Export credit, frozen.)

By means of official control of foreign exchange transactions (when the government or the central bank of the country is thus empowered to commandeer all foreign exchange arising from the exports of that country, and to release this exchange for sale to persons desiring foreign means of payment for imports in accordance with the law establishing the control and with regulations issued from time to time thereunder) an official rate of exchange is established. Generally, the legislation provides that foreign exchange shall be allocated for imports in proportions varying with the character of the merchandise—that is, according to whether the goods are regarded as indispensable to the national economy, or are less necessary, or are luxuries. Inasmuch as the determination of what is a necessity and what is a luxury is left to the control authority, an American exporter is often uncertain whether the foreign buyer will be able to obtain dollars to cover his import and, if so, in what proportion to the total value of the shipment, or at what time after the shipment has been cleared. When dollars cannot be obtained at the maturity of the draft, the practice is for the importer to deposit with the collecting bank the local currency equivalent at the official rate of exchange. If the laws of the importer's country permit him to obtain possession of the goods in that manner, the American exporter can protect himself against possible exchange loss by having the importer agree to increase the deposit in local currency if the official rate of exchange should be lowered before the dollars are actually made available to cover the draft.

For a special type of exchange control exercised by the United States in the Second World War, *see* Foreign funds control. (*See also* Exchange restrictions.)

Exchange, cotton (produce, and so on). *See* Cotton exchange; Produce exchange; *and so on.*

Exchange discount. The amount by which the prevailing amount of exchange is below par; also, the amount by which the price of one type of exchange is below its parity rate as compared with the price of another type.

Exchange, dollar. *See* Dollar exchange.

Exchange endorsement. When a draft is accepted by the drawee at a rate of exchange to be paid in his, the debtor's, country, this rate is *fixed* by an endorsement. In such a case, the drawer or holder of the draft—with this endorsement—can get the full value of the draft when he discounts the draft at the bank. (*See* Draft, discounting of; Foreign exchange futures.)

Exchange, first of. *See* First of exchange.

Exchange, fixing forward. *See* Foreign exchange futures.

Exchange fluctuations. *See* Foreign exchange fluctuations; Fluctuations.

Exchange, foreign. *See* Foreign exchange.

Exchange, foreign, agreements. *See* Foreign exchange agreements.

Exchange, foreign, fluctuations of. *See* Foreign exchange fluctuations; Fluctuations.

Exchange, foreign, law. *See* Foreign exchange law.

Exchange, forward. *See* Foreign exchange futures.

Exchange, free market. *See* Exchange, legal rate; Free market.

Exchange, futures. *See* Foreign exchange futures.

Exchange, gold. *See* Gold standard.

Exchange, grain. *See* Grain exchange.

Exchange, legal rate. The official rate of exchange, established by a government, in contrast to the free-market rate.

Exchange manipulation. *See* Exchange stabilization.

Exchange, mint par. *See* Mint par (of) exchange.

Exchange option. *See* Forward exchange.

Exchange, par. *See* Par exchange.

Exchange, pegged. *See* Pegged exchange.

Exchange permit. *See* Permit, exchange; Foreign exchange permits.

Exchange premium. The amount by which the current rate of exchange exceeds par; also, the amount by which a particular type of exchange exceeds its parity rate in terms of another type.

Exchange, produce. *See* New York Produce Exchange, Inc.

Exchange rate. The rate, published in the press of the world, on the basis of which remittances are made. These quotations are all based on telegraphic transfers or cable rates. The exchange rate, therefore, is the price, or the indication of the price, at which one can sell or buy, with one's own domestic currency, a foreign currency unit. Normally, the rate is determined by the law of supply and demand, that is to say, the supply of or demand for a particular currency. (*See* Exchange stabilization; Exchange, legal rate.)

Exchange rate risk. This risk is borne by the seller when he sells in foreign currency, and by the buyer when he buys in foreign currency. Traders may protect themselves against this risk, the most common method employed being through forward exchange contracts. (*See* Foreign exchange futures.)

Exchange ratio. *See* Ratio (of) exchange (international).

Exchange restrictions. (*See* Exchange control.) During strenuous times governments will step in and endeavor to control the flow of currencies and the trading in foreign exchange by various methods, creating certain restrictions to stop all free trading in currencies, exchange, or bullion or to restrict such trading in a manner that will prevent or ease fluctuations of exchange.

Exchange sale. *See* Sale, exchange.

Exchange, second of. *See* Second bill of exchange.

Exchange, spot. *See* Foreign exchange, spot.

Exchange stabilization. Governments may establish funds for the purpose of manipulating or stabilizing foreign exchange rates. This method of exchange control, which involves large-scale purchases and sales operations in foreign exchange by the government, is often resorted to when, because of abandonment of the monetary standard or of weakened government credit, exchange rates are fluctuating so widely and are so uncertain that importers and exporters are afraid to make commitments, thereby demoralizing foreign trade. Importers should closely follow such developments and their possible effects upon the landed cost of imported merchandise. (*See* Exchange control; Stabilization fund; Stabilization (of) currencies.)

Exchange, sterling. *See* Sterling exchange.

Exchange, stock. *See* Stock exchange.

Exchange, sugar. *See* Sugar; New York Coffee and Sugar Exchange.

Exchange technique. *See* Commodity exchange, trading mechanics.

Exchange, trading mechanics. *See* Commodity exchange, trading mechanics.

Exchange, wholesale rates. *See* Foreign exchange, wholesale rates.

Excise. A tax or duty imposed upon the production, sale, or consumption of commodities or manufactured goods within a country.

Exclusive agent. *See* Agent, exclusive.

Exclusive distributor. *See* Distributor, exclusive.

Exhibition exports. (*See* Educational exports, returned.) These are exempt from duty, and include livestock or other animals if they have been exported from the United States for temporary exhibition, provided the necessary Customs formalities are complied with, including the production of the necessary entry papers prescribed by the Customs Regulations for such returned exhibition exportations. (*See* Customs entry, *heading:* "Exhibition entry.")

Expenditure, national. The expenditures of a government.

Expense, overhead. *See* Overhead expense.

Expenses. When customers buy goods on the basis of a quotation which does not include the expenses which the exporter had to pay in order to facilitate shipment or make it possible, or when the country of the foreign buyer demands the furnishing by the exporter of certain documents which have to be paid for (for example, certificates of origin or consular certificates), such expenses can and should in all cases be charged to the foreign buyer. It is, of course, entirely the choice of the exporter whether or not he wishes to carry some or all of these charges openly or calculate them into the other items of his bill, provided the latter practice is legal and fair. (*See* Charges; Overhead *headings.*)

Explosive goods. *See* Responsibilities and liabilities, carrier and ship, *heading:* "Rights and immunities."

Export. Literally the word means "to take out," "to bring out," from the Latin *ex*, "out," and the verb *portare*, "to bring, to take, to carry." It has come to mean both the articles that are exported and the transaction, that is, the act of sending them out of a country. It serves, thus, both as a verb and as a noun. The exports of a country are the goods and products which it sends abroad. (*See* Agreements, reciprocal trade, *chapter headed:* "Foreign trade is two-way"; Export trade.)

Export accounting. *See* Accounting, foreign trade.

Export Act. *See* Webb Act; Export associations.

Export advertising. *See* Advertising, abroad (export); Promotion.

Export agent. *See* Agent, export, manufacturer's; Agent (*various headings*); Merchant (*headings*); Export house.

Export, American definitions. *See* Definitions, foreign trade, American.

Export (of) animals. *See* B. A. I. certificate; Exhibition exports.

Export associations. (*See* Webb Act.) The export trade act, known as the Webb-Pomerene Act, in principle permits manufacturers to combine for the sale of their products abroad. Originally, it was intended partly as an answer to international buying and selling combinations, partly as an authorization of combination to promote sales co-operatively and thus to achieve economies in operating costs. Co-operative sales organizations formed under this act have been successful where standard quality is inherent in the article itself. Orders are allocated in rotation or by other agreed plan. In highly fabricated

articles, with varying degrees of quality or varying designs, allocation problems are more complex. Some associations, therefore, are based on allocation of sales territories between members, while some consist of members whose products are not immediately competitive with one another, or at least not within the same price range. (*See* Co-operatives; Selling, co-operative.)

Export (with) benefit of drawback. *See* Drawback.

Export bill of lading. *See* Bill of lading, through.

Export bonus. *See* Bonus, export.

Export bounty. *See* Bounties.

Export broker. (*See* Broker.) The broker (export) generally handles consignments, or staple commodities (*see* Exchange *headings*).

Export (of) capital. (*See* Exchange control.) This signifies the transfer of capital from one country to another, for deposit or investment.

Export catalogues. *See* Catalogues (for) export; Printed matter.

Export certificate. *See* License, export.

Export certification. *See* Certificate, consular.

Export charges. *See* Charges; Freight forwarder.

Export clearing. *See* Export shipper's declaration.

Export commission agent. *See* Export commission house.

Export commission house. (*See* Agent, commission; Merchant; Export house.) The original, and still important, function of the export commission house is to act as a buying agent for foreign customers. Gradually, however, some of the leading export commission houses have solicited manufacturers for their accounts and have thus become selling agents of the domestic manufacturer rather than buying agents for the foreign customer. Some of them still combine both functions successfully, but obviously, for ethical reasons, never for the same transaction. In their capacity as buying agents, export commission houses may assume the credit risk. (*See* Delcredere.) As selling agents, however, they frequently function exactly as do manufacturers' agents who leave the credit risk entirely with the manufacturer. (*See* Agent *headings*.)

The export commission houses have come to represent manufacturers abroad as selling agents for the more staple lines for which there is a constant and established demand, such as staple piece goods, heavy chemicals, metals, and other raw materials.

Export control. (*See* Restraint (of) trade.) This is exercised by a government to prohibit or curtail the exportation of certain types or all goods of a certain class to a particular country or to all countries. Under such a control system, licenses are granted, which may, again, be of various types and for various purposes and for various countries, as in the United States system which prevailed on the basis of the July, 1940, act. Under this system two types of licenses predominated: the general license and the individual license. The general license is a blanket authorization to export designated commodities to stipulated countries without applying for a specific license. (*See* License, export.) Where a commodity was not covered by a general license, usually it required an individual license, that is, specific authorization to export the commodity, although other types of licenses were issued at different times for different purposes. But certain exports, for example, animals and tobacco, require definite and special permission to be shipped abroad. This permission is expressed in the form of licenses. (*See* B. A. I. certificate; Tobacco exports; *and so on.*)

While such controls are mostly in evidence in time of war or expected war (*see* Wartime control), governments also can and do sometimes make use of this means of limiting the entry or exit of commodities and merchandise into and from their countries for economic or political reasons, such as, for example, the assurance of sufficient supplies for domestic needs and consumption (*see* Export shipper's declaration; License, export; Export restrictions; Exchange control).

Export co-operative. *See* Webb Act.

Export credit. Credit, in foreign trade, means basically the same as credit at home. Terms may be different, and methods or means to secure credits may vary greatly, but the foreign traders, like most domestic buyers, need time to pay their obligations—the more so as the interval between order and delivery becomes greater. This, again, makes it possible for the currency of the buyer to fluctuate considerably, so that the risks that the buyer takes are enhanced by the period of time elapsing automatically on account of the distance that his shipments have to travel. (*See* Foreign exchange fluctuations.) Air service may greatly change this condition wherever it is employed, but the foreign importer will not only at all times demand the longest possible credit terms that he can obtain, but competing nations, in order to secure trade and make special inducements, will offer longer credits than might be granted for the same goods in the home markets, and so force exporters to extend their own terms. To protect himself against possible loss by exchange fluctuations, and to obtain anyhow the best, that is, longest, terms he can get from his creditor (especially in countries where importers have been used to the granting of long-term credits, on a competitive basis, so far as his suppliers were concerned), the buyer will always seek to get the most favorable terms. Moreover, whenever the importer is obliged to pay cash for the goods he has bought (either with the order, against documents, or against sight drafts and on the basis of any other conditions which demand payment before his goods arrive or come into his possession) before he receives them, the importer is at a disadvantage. He has to pay out of his funds long before he can begin to earn money by the sale of the goods for which he pays. If he does not have the financial strength of his own to advance such payments against future collections (sales), even if he has to borrow (and can get) the funds to make such advance payments, it will handicap him in many ways, for not only will it cut his profit by whatever he has to pay for such advances and loans, but he may have lost an advantage against his competitors who can get credit from the shippers and can thus buy more cheaply.

The shipper must be as cautious and diligent in connection with the granting of foreign credits as he is at home, if not more so. There are many means of obtaining reports on foreign persons and firms (banks, Department of Commerce, consuls, Dun & Bradstreet, American Foreign Credit Underwriters, Foreign Credit Interchange Bureau; *see* Insurance, credit, foreign). Also, valuable information on the sales ability and paying habits of foreign distributors is supplied by a number of private agencies and banks abroad.

Export credit, frozen. (*See* Exchange, blocked; Account, blocked; Foreign funds control; Exchange control.) The term *frozen* is applied to export credits which it is impossible to get out of the debtor's country owing to exchange restrictions or controls (*see both these headings*). The shipper, having sent his goods to the importer

abroad on a credit basis, finds that the latter is not permitted either to send currency abroad or to purchase in his own country drafts or other foreign exchange in order to pay his debt. The credit, therefore, remains in the country of the debtor, and, until it is available to the shipper, it is called *frozen.*

Export declaration, shipper's. *See* Export shipper's declaration.

Export definitions, American. *See* Definitions, foreign trade, American.

Export department. This is the department of a business firm, manufacturer, or shipping office that handles all matters and business pertaining to export.

Export discount. *See* Discount.

Export documents. *See* Documents, export.

Export duties. *See* Duty, export.

Export finance. *See* Export-import credit companies; Factors, foreign; Export-Import Bank of Washington.

Export freight. *See* Freight; Freight, export; Freight, deferred rebates; Preferential transportation rates; Freight (by) measurement; Freight (by) weight; Air transportation and charges; Railroad *headings.*

Export gold point. *See* Gold point; Gold export point.

Export house. The business firm engaged in the exporting of goods is known as an *export house.* It can operate on a commission or a merchant basis (*see* Export commission house; Merchant *headings*), and either act as manufacturer's agent in some or all cases of the goods which it ships abroad, or merely export on a purchasing basis whatever its customers ask to receive, without agency arrangements. The commission export house gets a commission on the net invoice value of its shipments (*see* Agent, commission; Export commission house). This commission may be paid by the manufacturer or the supplier of the goods shipped, or, again, it may be paid by the buyer, in which case the buyer receives the original bills (invoices) and allows a commission to his purchasing agent or the export house which acts in this capacity (*see* Indent). If the export house acts as a merchant, it buys its merchandise, at the best possible price, and invoices it to its foreign customers at its own prices, that is, adding such profits as it feels it is entitled to or is able to receive. When the export house acts as a manufacturer's agent exclusively, it handles only lines which it represents, in such case generally only on a commission basis, although here, too, contracts with the manufacturers represented may permit purchase by the export house and billing for its own account, and at its own prices, to the foreign importer. (*See* Agent, exclusive.) If an export house does not exclusively handle the merchandise represented by it, that is, whose manufacturers or producers it represents as sole export agents, it will also fill orders for its customers abroad of goods not so represented, by buying them in the open market. Export houses may handle every conceivable article, from pianos to hardware, on an exclusive basis, or, like a purchasing agent, may buy anything ordered, or may combine both manufacturers' representation and open-market buying. Again, they may limit their activities to certain parts of the world, or to certain countries only. In the same way, they may handle only a certain or very definite line of goods or commodities, or they may make it their business to export semimanufactured goods, or they may export exclusively goods made from imported materials, in whole or in part (*see* Drawback).

Export-Import Bank of Washington. *Creation and Authority.* The Export-Import Bank of Washington was or-

ganized as a District of Columbia banking corporation pursuant to Executive Order 6581, dated February 2, 1934, and was continued as an agency of the United States by act approved January 31, 1935, as amended (15 U. S. C. 713b). Executive Order 9361 of July 15, 1943, transferred the Bank to the Office of Economic Warfare, which, by Executive Order 9380 of September 25, 1943, was consolidated into the Foreign Economic Administration. The Export-Import Bank Act of 1945 (Public Law 173, 79th Cong.), approved July 31, 1945, established the Bank as a permanent independent agency of the United States with statutory powers additional to those granted by its charter.

The management of the Bank is vested in a bipartisan Board of Directors consisting of the Secretary of State and four full-time members appointed by the President of the United States by and with the advice and consent of the Senate, one of whom is designated by the President as Chairman.

The Bank is authorized to have capital stock of $1,000,000,000 and to have outstanding loans and guaranties in the aggregate amount of three and one-half times its authorized capital stock.

Purpose. The purpose of the Bank is to aid in financing and to facilitate exports and imports and the exchange of commodities between the United States or any of its Territories or insular possessions and any foreign country, the Philippine Islands, or the agencies or nationals thereof. The Export-Import Bank Act of 1945 expresses the policy of the Congress that the Bank should supplement and not compete with private capital, and that loans should generally be for specific purposes and offer reasonable assurance of repayment.

Export-import license tax. *See* License tax, export-import.

Export-import credit companies. (*See also* Factors, foreign.) Commercial banks doing an international business base the extension of their facilities primarily on the responsibility of their client, for whose account and risk business is handled. The export credit company, on the other hand, usually underwrites the financial risk connected with its advance of funds. It checks each individual export order and the credit responsibility of the overseas buyer, the exchange and political conditions of country of destination, and, where satisfied, backs its judgment by advancing funds without recourse (to the usual liability which attaches to the drawer and/or endorser of a bill of exchange) against documents representing correct execution of the orders in question. In other words, it purchases the receivable the exporter has created, thus giving the exporter immediate funds on his export receivables without contingent liability. The export credit house, underwriting the financial risk connected with its advance, charges a service fee or commission substantially in excess of bank interest rates. But it is precisely this service fee which enables the export credit house to extend facilities and undertake risks which are outside the role of a commercial bank. (*See specimen, page 819.*)

The import credit house finances for account of others the import of merchandise, usually by opening through banks import letters of credit. The credit house then carries the account until the imported goods or commodities are liquidated by sale to the importer's customers and delivered to as well as paid for by them.

Export indent. *See* Indent.

Export, invisible. Such exports are not recorded and cannot always be clearly

perceived as to both nature and value. They may consist of services of bankers, investors, insurers, freight forwarders, stevedores, carriers, and many other factors who take their share, and contribute invisibly, to the export of a country, in connection with every export transaction made. For example, sale of surplus material abroad, which originally was not exported for sale to the countries where it was shipped (for instance, surplus war material, when no longer needed), but nevertheless later on is disposed of abroad, is another form of invisible exports. One of the very important items as a contributor to this form of exports is the tourist trade, in all its aspects. The goods bought and the money spent abroad are export from the point of view of the country where such purchases are made and such money is spent. The foreign visitor, eating a meal in the country which he visits, and paying for it with funds which he brought with him from his native land, is in reality exporting the meat and vegetables which he is eating. The same applies to foreign purchases and to all the monies spent by tourists in the foreign country for accommodation and travel, including the gasoline bought when touring in a car. Invisible exports also include the interest payments received from capital loaned or invested abroad. In the figuring of a country's balance of payments, these invisible exports cannot be overlooked, for they play an important role in some countries, especially those regarded as tourist centers, with an annual influx of great numbers of visitors. (*See* Export, visible.)

Export invoice. *See* Invoice, export; Invoice, commercial; Invoice, consular.

Export letter of credit. *See* Letter of credit, export, to notify.

Export license. *See* License, export.

Export magazines (periodicals). *See* Magazines, foreign trade.

Export manager. The executive in charge of an export department of a manufacturer or producer. (*See also* Combination export manager.)

Export Managers' Club. *See* Foreign trade clubs.

Export market. *See* Foreign market; Market survey.

Export merchant. *See* Merchant *headings;* Export house.

Export merchant, foreign. *See* Merchant, foreign, export.

Export order. This is the order placed by the buyer. When it is accepted by the seller, or by an export or commission house or agent on behalf of itself or of the seller, it becomes a contract. (*See also* Indent.) (*See specimen, pages 817–818.*)

Export outlets. There are basically three distinct types of export outlets, which may be variously grouped or subgrouped: (1) The buyer and seller for his own account; (2) the buyer for the foreign customer; and (3) the seller on behalf of the American supplier.

They operate, however, under more specific designations, such as export merchants, combination export managers, export agents, export commission houses, export trade associations (Webb-Pomerene corporations), and buyers for export (*see appropriate headings, including* Webb Act *and* Export associations).

Export packages, postal. *See* Postal services; Packages.

Export packing. *See all* Packing *headings.*

Export, plants and plant products. *See* Plants and plant products exports.

Export priorities. *See* Priorities, export.

Export publications. *See* Magazines, foreign trade.

Export purchase order. *See* Indent; Export order; Authority (to) purchase.

Export quota. *See* Quota; Quota, export.

Export quotation. *See* Quotation.

Export railroad rates. *See* Railroad freight rate, export; Railroad export rates.

Export ratio. The extent or volume of export trade or sales as determined by its relation to or in comparison with other trades or sales.

Export restrictions. (*See* Export control; Exchange control.) This is the collective term used for all regulations to restrict, diminish, or stop exports. They are the result of all export control and may refer to a certain proportion or all of the exports of a certain product, or to all products, and to certain countries or to several or all countries. (*See* Restraint (restriction) (of) trade.)

Export rider. *See* Insurance rider.

Export sales. *See* Sales, export.

Export sales contract. *See* Sales contract.

Export salesman. *See* Salesman.

Export shipper's declaration. This is a form required by the United States Government for the compilation of statistics on trade both with foreign countries and with United States territories and possessions. Regulations regarding the shipper's export declaration are made by the Bureau of Census, Department of Commerce, which bases its trade statistics on the material contained in these export declarations. The declaration is necessary on practically every commercial shipment leaving the United States by sea, air, rail, or mail, the only exception being mail shipments of small value. The shipper's export declaration is known as "Commerce Form 7525-V," and copies of the form may be obtained from either Collectors of Customs or commercial stationers. (*See specimens, pages 810–814.*) The correct preparation of shipper's export declarations is a very important factor in the compilation of accurate foreign trade statistics.

Merchandise is described on export declarations in accordance with Schedule B—"Statistical Classification of Domestic and Foreign Commodities Exported from the United States," published by the Bureau of the Census. Schedule B was last issued January 1, 1945. Copies of the schedule with amendments are available at a nominal charge from the Superintendent of Documents, Washington, D. C. Each commodity has a Schedule B number, which must be shown on the export declaration in addition to a description of the article itself. Exports to Alaska, however, are governed by a special classification known as Schedule H—"Statistical Classification and Code Numbers of Shipments of Merchandise to Alaska from the United States," available in mimeographed form at no charge from the Bureau of the Census.

Other information required to be given on the 7525-V form is: the name and address of the actual shipper or his agent; if shipment is made for the account of some other organization, its name and address (for example, if a shipment is made by a freight forwarder for the account of a manufacturer, the names and addresses of both organizations would appear on the export declaration); the name of the export carrier and, in the case of an ocean vessel, also its flag; the United States customs port of exportation; the foreign port of unloading and the place of final destination; the names and addresses of consignees and ultimate consignees; marks and numbers on packages; the gross weight in pounds (*see* Weight, gross); the origin of the goods, whether domestic or foreign; the value of each item in dollars (no cents) at the port or border point of exportation, including inland freight and other charges to that point and

also including the value of cases and other containers; the total value of the shipment; and the signature of the shipper or his agent. If the declaration is prepared by an agent of the shipper, his authority to sign on behalf of the shipper must be stated in the form of a power of attorney or by filling in the authorization blank at the foot of the official export declaration.

The shipper files the export declaration with the carrier or its agent, except in the case of mail shipments, when the export declaration is filed with the post office. The original copy of the export declaration for shipments from the United States to foreign destinations must be verified by oath before a notary public, Customs officer, or other person authorized to administer oaths. The oath is not required for shipments destined for United States territories or possessions; neither is it required for shipments by rail, vehicle, ferry, aircraft, or mail to any destination.

(*See* Export control; License, export; Export restrictions; Exchange control.)

No export declarations are required for shipments of office furniture, equipment and supplies, household goods, and personal property to United States offices or employees in foreign countries or noncontiguous territories for their exclusive use, or for shipments of books, maps, charts, and pamphlets made by United States Government offices to foreign libraries or Government establishments, or for shipment of military and naval supplies and equipment for the use of United States military and naval forces abroad.

Export shipper's declaration, correction (of). Corrections, amendments, or cancellations reported while the statistical copies of the declarations are still in the office of the Collector must be noted directly thereon. Statistical copies of *cancelled* export declarations must not be transmitted to the Customs Statistics Section in New York. In particular instances where the Collector of Customs deems a documented record of a change necessary, even though the statistical copy of the declaration is still in his office, the correction form may be required.

Exporters may obtain copies of the correction form free of charge from the Collector of Customs. The provisions of this paragraph relating to the filing of a Shipper's Export Declaration Correction Form (Commerce Form FT 7403) must not be construed as a relaxation of the requirements of the laws and regulations pertaining to the preparation and filing of Shipper's Export Declarations. (*See specimen, pages 815–816.*)

Export shipper's declaration—in-transit goods. A special form of shipper's export declaration, Form 7513, is used for foreign goods (*a*) shipped in transit through the United States to a destination outside the United States; (*b*) transshipped in ports of the United States for foreign countries; (*c*) exported from General Order Warehouse; (*d*) rejected and exported; (*e*) exported from foreign trade zones. For these transactions, Form 7525-V should not be used. (*See specimen, page 936.*) Exports of merchandise shipped in transit through the United States are classified according to Schedule L—"Statistical Classification of Foreign Merchandise Reported in the In-Transit Trade of the United States," available in mimeographed form at no charge from the Bureau of the Census. (*See* Transit shipment.)

Export shipper's manifest. This is supplied by the railroads and must be filled out by the shipper.

Export subsidy. (*See* Bonus, export.) This is generally a subsidy granted by the government to help the export of products and materials. It can be

paid in cash or in some form of credit in connection with license fees, taxes, and the like, so that it may be either an open or a hidden subsidy. (*See* Bounties; Dumping; Subsidy.)

Export tax. *See* Tax, export.

Export, tobacco. *See* Tobacco exports.

Export trade. (*See* Export.) This is defined in the Webb Act as "solely trade and commerce in goods, wares, or merchandise exported, or in the course of being exported." Production, therefore, is excluded, and, while the act refers to the export trade of the United States and therefore adds to the above quotation "from the United States or any territory thereof to any foreign nation," this definition applies to all export trade, anywhere.

Export Trade Act. This is the name of the law that is often referred to as the "Webb-Pomerene Law" or "Webb Act." (*See* Webb Act; Federal Trade Commission; Export associations.)

Export trade associations. An important channel of distribution available to manufacturers is the export trade association, or Webb-Pomerene corporation, which is a group of business concerns organized to co-operate in export trade on an industry basis.

These associations have been formed under the Export Trade Act approved in April 1918, often called the Webb-Pomerene Act. Complete details regarding this act and regulations may be obtained from either the Federal Trade Commission or the Bureau of Foreign and Domestic Commerce. (*See* Webb Act.)

Export value. *See* Appraisement (of) goods' value; Value (for) appraisement.

Export valuta. Demands on foreign debtors in foreign currency or devisen which are the result of export sales made to the debtor. (*See* Valuta.)

Export, visible. In contrast to *invisible exports*, this is easily and always visible as regards quantities, values, weights, and measurements of the merchandise shipped, including the definite description of the merchandise itself. (*See* Export, invisible.)

Export with benefit (of) drawback. *See* Drawback.

Exportation certificate. *See* Certificate (of) exportation.

Exportation date. *See* Date (of) exportation.

Exportation entry. *See* Customs entry, *headings:* "Withdrawal for transportation and exportation entry," "Exportation entry," "Transportation and exportation entry"; *also see* Entry, transportation and exportation.

Exportation registration. *See* Repairs, abroad; Certificate, consular, returned American products.

Exported and returned domestic products. *See* Re-entry; Certificate, consular, returned American products.

Exporter. The person engaged in export trade (*see* Agent *and* Merchant *headings*).

Exporter's declaration. *See* Export shipper's declaration.

Exporters' Encyclopaedia, 20 Vesey Street, New York. A standard shipping guide, containing rules for exporting to all markets. Supplements are issued twice monthly throughout the calendar year to keep the encyclopaedia up to date.

Exporting. The actual transactions of export sales and shipments are handled in various ways, for example:

(1) Marketing, financing, and shipping by the manufacturer or exporter direct.

(2) Banking and shipping through third parties.

(3) Marketing, financing, and shipping through a third party (*see* Export; Export trade).

Exports, American. This is the description of all exports (that is, all goods and products which have been shipped) from the United States or its territories.

Exports, American, definitions. *See* Definitions, foreign trade, American.

Exports, educational. *See* Scientific exports; Educational exports, returned.

Exports, scientific. *See* Scientific exports; Educational exports, returned.

Exports, United States. *See* United States exports.

Express shipping. *See* American Express Company; Air express; Railway Express Agency; Wells Fargo; Air express.

Express statutes. These cover all shipments by express, that is to say, all regulations and rules under which express shipments are made, whether by land, sea, or air, for all items coming under "express" *headings.* (*See* Air express; Express shipping.)

Extension (of) credit. This means that a credit which has been granted for a certain period is extended by the creditor in order to facilitate payment for the debtor, so that the latter need not pay until a later, newly agreed upon, or accorded date. (*See* Credit; Extension (of) draft.)

Extension (of) draft. (*See* Extension (of) credit.) The holder of the draft may instruct the bank which has the draft for collection to extend the date of presentation, or the date on which the draft will become due, until a later date.

Extension (of) payment. *See* Extension (of) credit.

Extractive industries. *See* Industries, extractive.

F

Face (of) draft. This refers to what is written on the front or face side of the draft.

Face (of) policy. The first or front page of an insurance policy.

Face value. The nominal value of a coin, paper currency, or other negotiable instrument, in contrast to the market value, which may be higher or lower than the value printed or written on the document.

Fact, concealment (of). *See* Concealment (of) fact.

Factors, foreign. A factor being "one who acts for or transacts business for someone else," the foreign factor, that is, the factor residing abroad, in contrast to the domestic credit companies (*see* Export-Import credit companies), is in reality an agent, but, in the sense in which the word is employed in trade, it means an agent, or broker, who helps to finance the merchandise he is handling or interested in. The factors (*see specimens, pages 819–820*) will make it possible for an exporter, instead of sending the merchandise to them on a straight consignment basis that would force the exporter to wait for funds from his shipments until all or part of the shipment had been sold, to draw for a percentage of the shipment on them (the factors). They will then sell the goods and account with the shipper (*see* Consignment) and pay him the balance due. On the other hand, the factor may in turn also help to finance the foreign buyer's purchase of goods bought in the factor's country, by advancing funds which make the purchase possible. The factor then extends this credit and carries the account until the purchaser of the goods has disposed of the merchandise, exactly as imported, or in its final form if the import merchandise went into manufacturing processes. The factor may also advance money or extend credits to the domestic buyer if the latter acquires the importation for resale, in which case the factor acts as an export credit company in his own country. (*See* Broker, foreign.)

Factory branch, abroad. There are many reasons why a factory may wish to open a factory branch abroad. The materials which constitute part of the finished product may be cheaper or better, or both, in a foreign country; labor may be so much cheaper and yet so adaptable to the product that it would create useless sales resistance if advantage were not taken of this factor in reducing the local price. The product may be technically so complicated that engineers are needed in addition to manufacturing facilities, not only to sell the product, but also to set it up and maintain and repair it. Again, there may be other reasons, for example, the realization that, if the product is made locally, employing local labor, paying local taxes, and perhaps even permitting local capital to participate in the profits, local sales will naturally be boosted and public support greater. Then there may be legal necessities for opening a factory branch, for example, a law that makes a patent invalid if the product that it protects is not produced within a certain period in the country where such patent is granted. United States manufacturers have opened branches in many foreign countries, just as foreign manufacturers have opened branches in the United States, or formed special companies for the production of their

products in the United States, giving the corporation or firm so formed all the processes, patents, and benefit of all manufacturing experiences and technique, and in many cases supplying some of the raw materials necessary to complete the finished product. The opportunity to embark upon this procedure is limited to a few manufacturers who have a sufficiently strong capital structure to stand the expense. Also, there must be assurance of sufficient volume to warrant the existence abroad of such offices and plants. Outright manufacture calls for assurance of sufficient volume to warrant investment wholly American or with local participation. Even small manufacturers, however, can often establish profitable foreign assembly plants.

A variant of foreign participation is to license a wholly foreign-owned firm to manufacture and sell under agreement.

Selling functions are those of a branch office in any territory, except that a considerably greater degree of initiative and authority must necessarily be allowed the foreign branch.

Ownership may be wholly American, or a share of the branch may be foreign-owned. The latter arrangement offers many advantages and in some countries is essential to doing business at all.

Fair average quality. This can be determined when samples of shipments coming from various ports are pooled and mixed by the importers or brokers handling them. The result will show the fair average quality of shipments of the product from the country which has exported it.

False copyright. *See* Copyright, false.

F. A. S. (Free alongside steamer). (*See* Definitions, foreign trade, American.) The seller assumes all charges and risks on the property until delivered at the side of the steamer ready for loading.

Favorable trade balance. *See* Trade, favorable balance.

Federal Bill of Lading Act. *See* Bill of lading, United States law (on).

Federal Food, Drug and Cosmetics Act. *See* Food imports.

Federal Reserve Act. (*See* Federal Reserve System.) The Federal Reserve Act is an act to provide for the establishment of Federal reserve banks, to furnish an elastic currency, to afford means of rediscounting commercial paper, to establish a more effective supervision of banking in the United States, and for other purposes. (*See* Edge Law.)

Federal Reserve System. This System, established pursuant to authority contained in the act known as the Federal Reserve Act, according to the latter is "to provide for the establishment of Federal Reserve Banks, to furnish an elastic currency, to afford means of rediscounting commercial paper, to establish a more effective supervision of banking in the United States, and for other purposes."

Organization. The System comprises the Board of Governors; the Federal Open Market Committee; the 12 Federal Reserve Banks and their 24 branches situated in different sections of the United States; the Federal Advisory Council; and the member banks, which include all national banks in the United States and such State banks and trust companies as have voluntarily applied to the Board of Governors for membership and have been admitted to the Federal Reserve System.

Broad supervisory powers are vested in the Board of Governors, which has its offices in Washington. The Board is composed of seven members appointed by the President by and with the advice and consent of the Senate.

The Board determines general monetary, credit, and operating policies for the System as a whole and formulates the rules and regulations nec-

essary to carry out the purposes of the Federal Reserve Act. The Board's principal duties consist of exerting an influence over credit conditions and supervising the Federal Reserve Banks and member banks.

Federal Seed Act. *See* Seed Act.

Federal Trade Commission. The general purpose of the Commission is threefold: (1) to promote free and fair competition in interstate and foreign commerce in the interest of the public through prevention of price-fixing agreements, boycotts, combinations in restraint of trade, unlawful price discriminations, and other unfair methods of competition and unfair and deceptive acts and practices including false advertising; (2) to safeguard life and health of the consuming public by preventing the dissemination of false advertisements of food, drugs, cosmetics, and devices; and (3) to make available to the President, the Congress, and the public factual data concerning economic and business conditions as a basis for remedial legislation where needed, and for the guidance and protection of the public interest. The Commission also investigates trade conditions in and with foreign countries where associations, combinations, or practices of manufacturers, merchants, or traders, or other conditions, may affect the foreign trade of the United States. Under this authority the Commission reports to Congress thereon with such recommendations as it deems advisable.

The Commission administers and enforces the Export Trade Act (also known as the "Webb-Pomerene Law" or "Webb Act"), which provides that the antitrust laws shall not be construed to prohibit the organization and operation of export associations filing documents and reports with the Commission, subject to certain safeguards in protection of interstate and foreign commerce (*see* Webb Act). The foreign commerce activities of the Commission are handled by its own Export Trade Office. (*See* Federal Trade Commission Act.)

Federal Trade Commission Act. (*See* Federal Trade Commission.) The provisions of the Federal Trade Commission Act, entitled "An Act to create a Federal Trade Commission, to define its powers and duties, and for other purposes" (1914), prohibiting "unfair methods of competition," and the remedies provided for enforcing said prohibition contained in it are extended by the Webb Act or Export Trade Act. This extension includes unfair methods of competition used in export trade against competitors engaged in export trade, even though the acts constituting such unfair methods are done beyond the territorial jurisdiction of the United States. (*See* Webb Act.)

Fees. Fees in foreign trade are paid to consuls, to Customs offices—for documents and copies (*see* Consul; Customs fees; Consulation)—and to brokers (*see* Broker; Brokerage). Fees are also paid for navigation, the latter detailed in the Navigation Laws of 1940.

Ferry. *See* Charges, ferry.

Ferry charges. *See* Charges, ferry.

Films, moving picture, re-entry. These need not have formal entry made when returned to the United States if prior to exportation an application was made (*see specimens, page 918*) and filed with the collector, the returned films then being identified accordingly.

Fils. French for *son* or *sons*, at the end of a business firm's name.

Final invoice. *See* Invoice, final.

Final point. *See* Point (of) destination.

Final quotation. *See* Quotation, final.

Financing by banks. *See* Bank.

Financing by factor. *See* Factors, foreign. (*See specimens, pages 819–820.*)

Financing by forwarder. *See* Freight forwarder.

Financing, warehouse. *See* Warehouse financing.

Fineness. Fineness of metal and coins means the proportion of pure metal contained in the alloy or coins.

Fire. *See* Insurance, fire; Responsibilities and liabilities, carrier and ship, *heading:* "Rights and immunities."

Fire insurance. *See* Insurance, fire.

Firm. The name or title under which one or more persons do business.

Firm offer. An offer which will not be retracted within a definite time limit.

First bill of exchange. *See* First of exchange.

First-chop. (*See* Chop.) First class.

Firstclass paper. *See* Paper, firstclass.

First of exchange. When duplicates of a draft are made, the original copy. (*See* Bill of exchange; *see specimens, page 790.*)

Fixing exchange. *See* Foreign exchange futures; Exchange endorsement.

Flexible tariff. *See* Tariff, flexible.

Flight (of) capital. When the devaluation of a currency or the abandonment of its customary standard (*see* Gold standard) is expected or carried out, and as long as foreign exchange transactions in countries so affected are still possible, the owners of the native currency try to buy foreign exchange, thereby contributing to the exodus or flight of capital from their countries.

Floating. In a quotation or sale, this means that the goods quoted or sold have not yet arrived and are still afloat (or in transit).

Floating debt. That part of a national debt which is borrowed for short terms (*see* Funded debt).

Floating insurance policy. *See* Insurance, open cargo policy.

Floating policy. *See* Insurance, open cargo policy.

Fluctuation. The up-and-down movements ("waves," from the Latin *fluctuare*, "to wave") of prices, currencies, exchange, stocks, and so on.

Fluctuation (of) currency. *See* Foreign exchange fluctuations; Hedging.

Fluctuation (of) foreign exchange. *See* Foreign exchange fluctuations; Gold point.

Fluctuations (of) price. *See* Price fluctuations; Option; Hedging.

Fluctuations, seasonal. *See* Seasonal fluctuations.

F. O. B. (Free on Board). (*See* Definitions, foreign trade, American.) The seller assumes all charges and risks on the property until delivered on board the vessel or conveyances, etc., at the place indicated after the words "Free on Board" such as "F. O. B. Ocean Steamer, New York City."

Folio. This is the page in books kept for records of trade (bookkeeping). In the United States Customs, it designates 100 words (each figure counts as a word) in connection with fees charged by the Customs for the copying of certain documents.

Food and Drug Act. *See* Food imports.

Food, dehydrated. *See* Dehydrated foods.

Food, frozen. *See* Refrigerated cargo.

Food imports. Food and drug imports require a special invoice. If for import into this country, the United States will certify such invoices. Such imports also require a Food Import Certificate, which is what is referred to as "Declaration of Shipper of Food, Drug and Cosmetic Products," the text of which is printed under Regulation 2,300 (page 48) of the Federal Food, Drug and Cosmetic Act.

A person abroad who ships any food, drug, device, or cosmetic to the United States must make a declaration which shall include a statement to the effect that such article has not been manufactured, processed, or packed under insanitary conditions; that such article is not forbidden or restricted in sale in the country in

which it was produced or from which it was exported; that such article is not adulterated, misbranded, or in violation of section 505 of the Federal Food, Drug and Cosmetic Act.

Furthermore, the United States Food and Drug Administration, part of the Federal Security Agency and more a regulatory than a service unit of the Government, enforces, as its specific function, the Federal Food, Drug and Cosmetic Act, as well as the Tea Act (*see* Tea imports), the Import Milk Act (*see* Milk imports), the Filled Milk Act, and the Caustic Poison Act. The basic purposes of the Food, Drug and Cosmetic Act, and the other acts as well, are the protection of the American consuming public and the legitimate interests of domestic manufacturers and also foreign traders who wish to export to this country commodities coming within the scope of the Food, Drug and Cosmetic Act, the Tea Act, the Import Milk Act, and the Caustic Poison Act. The fact that the provisions of the Food, Drug and Cosmetic Act impose the same requirements on imported foods, drugs, and cosmetics as on those domestically manufactured and distributed invites popular confidence in these classes of imported merchandise. Foreign buyers of American merchandise likewise can obtain advantage under section 801(d) of the Food, Drug and Cosmetic Act by specifying that foods, drugs, or cosmetics that they purchase from the United States comply in all respects with the requirements of that law for domestic distribution.

In connection with imports, the Federal Food, Drug and Cosmetic Act demands that the Secretary of the Treasury (that is, the Customs) must deliver to the Federal Security Administrator, upon his request, samples of food, drugs, devices, and cosmetics which are being imported or offered for import into the United States, giving notice thereof to the owner or consignee, who may appear before the Federal Security Administrator and have the right to introduce testimony. If it appears from the examination of such samples or otherwise that (1) such article has been manufactured, processed, or packed under insanitary conditions, or (2) such article is forbidden or restricted in sale in the country in which it was produced or from which it was exported, or (3) such article is adulterated, misbranded, or in violation of section 505, then such article shall be refused admission. This paragraph shall not be construed to prohibit the admission of narcotic drugs the importation of which is permitted under section 2 of the Act of May 26, 1922, as amended (U. S. C., 1934 ed., title 21, sec. 173).

The Secretary of the Treasury will refuse delivery to the consignee and will cause the destruction of any such article refused admission, unless such article is exported by the consignee within three months from the date of notice of such refusal, under such regulations as the Secretary of the Treasury may prescribe. The Treasury may deliver the goods to the consignee on deposit of a bond for the full value plus duties, which is forfeited if the goods are not returned to the Treasury (the Customs) or exported within the specified time. (*See* Milk imports; Tea imports.)

Food import certificate. *See* Food imports.

Foodstuffs. *See* Raw materials; Food imports.

Force majeure. French for a force or power over which human beings have no control (storm, fire, shipwreck, and so forth).

Forecastle. The fore part of the ship, used for crew's quarters.

Foreclosure. When a mortgage is foreclosed, the mortgagor (debtor) loses

his right to redeem his property (*see* Mortgage).

Foreign agency. *See* Agent, foreign.

Foreign agent. *See* Agent, foreign.

Foreign Agricultural Relations. *See* Agriculture Department, United States.

"Foreign Agriculture." A review of foreign market policy, production, and trade, published by the United States Department of Agriculture.

Foreign article. *See* Zone, foreign trade.

Foreign balance. *See* Balance, foreign.

Foreign banks in the United States. *See* Banks, foreign, in the United States.

Foreign branch. *See* Branch, foreign.

Foreign branches of United States banks. *See* Bank branches abroad.

Foreign broker. The counterpart of the American import broker is the foreign broker or factor. The principal difference between the two types is that the latter is located in the foreign market, close to the source of supply.

He is frequently employed by various types of importers and usually specializes in purchasing in well-organized commodity markets, such as London and Amsterdam. He operates on a commission basis, receiving his fees from the seller. He takes no title to goods and generally does not handle shipping details. (*See* Import broker.)

Foreign chambers of commerce abroad. *See* Chambers of commerce, world.

Foreign chambers of commerce in the United States. *See* Chambers of commerce, foreign, in the United States.

Foreign Commerce Weekly. *See* Commerce Department of the United States.

Foreign commissionaire. While similar to a broker, the foreign commissionaire purchases, assembles, and forwards goods ordered by the American importer. In this case, the purchaser in the United States pays the commission.

Foreign consular invoice. *See* Invoice, consular.

Foreign correspondent. *See* Correspondent.

Foreign credit. *See* Export credit.

Foreign credit information (ratings). *See* Export credit.

Foreign credit insurance. *See* Insurance, credit, foreign.

Foreign Credit Interchange Bureau. *See* National Association of Credit Men.

Foreign credit risk. *See* Export credit; Insurance, credit, foreign.

Foreign Credit Underwriters Corporation. *See* American Foreign Credit Underwriters Corporation.

"Foreign Crops and Markets." A review of foreign market policy, production, and trade, published by the United States Department of Agriculture.

Foreign currencies. *See* Foreign exchange; Foreign currency.

Foreign currency. The currency that is lawful in another country, in contrast to the currency of the country in which the trader resides. (*See* Money, foreign; Foreign exchange.)

Foreign currency control. *See* Exchange control.

Foreign currency draft. *See* Draft, foreign currency.

Foreign depositor's account. *See* Bank, foreign remittances and transfers of funds.

Foreign distributor. *See* Distributor.

Foreign Economic Administration (F.E.A.). Established within the Office for Emergency Management by Executive Order 9380 of September 25, 1943, to unify and consolidate governmental activities relating to foreign economic affairs. The Order transferred to the F.E.A. the Office of Lend-Lease Administration, the Office of Foreign Relief and Rehabilitation Operations, Office of Economic Warfare (together with the agencies—U. S. Commercial Company, Rubber Development Corporation, Petroleum

Reserves Corporation, and Export-Import Bank of Washington—and functions transferred thereto by Executive Order 9361 of July 15, 1943), and foreign economic operations of the Office of Foreign Economic Coordination. Executive Order 9385 of October 6, 1943, transferred foreign procurement activities of War Food Administration and Commodity Credit Corporation to the Foreign Economic Administration. It was terminated by Executive Order 9630 of September 27, 1945, and functions redistributed to Department of State, Department of Commerce, Department of Agriculture, and the Reconstruction Finance Corporation. (*See* United States Commercial Company; Rubber Development Corporation; Export-Import Bank of Washington; Reconstruction Finance Corporation.) A letter from the President of the United States to the then Administrator of the F.E.A., dated September 29, 1944, stated the originally intended major policies, here published as a matter of record although F.E.A. is dissolved:

In accordance with our discussions, the following are the major policies which should be put into effect by the Foreign Economic Administration within the scope of its present functions and responsibilities when the military resistance of Nazi Germany is overcome:

1. Export Control. With a view to encouraging private trade without interfering with the successful prosecution of the war against Japan, the FEA should relax controls over exports to the fullest extent compatible with our continuing war objectives, particularly that of defeating Japan as quickly and effectively as possible.

International trade on as full and free a basis as possible is necessary not only as a sound economic foundation for the future peace, but it is also necessary in order that we may have fuller production and employment at home. Private industry and private trade can, I am sure, produce a high level of international trade, and the Government should assist to the extent necessary to achieve this objective by returning international commerce to private lanes as rapidly as possible.

2. Strategic and Critical Raw Materials. In view of the curtailment which is to be made in our war production after the German phase of the war, the Foreign Economic Administration should consult with the appropriate supply agencies with a view to making an appropriate cut in its foreign procurement program for strategic and critical materials needed in the prosecution of the war.

The adjustment to this reduced program should be made in such a way as to prevent undue and unnecessary financial losses to American taxpayers, to best preserve our foreign relations and to strengthen the foundation for a high level of international trade in the future.

3. Preclusive Buying. The Foreign Economic Administration has been buying abroad materials needed by the Axis to produce munitions and other war materials in order to prevent our enemies from getting them. I understand that the peak of this program is already passed as a result of the victories which have been won by the United Nations. The Foreign Economic Administration should continue to take all necessary steps to prevent Japan from getting strategic and critical materials for the Japanese war program, but it should limit its preclusive purchasing program to achieving that end, observing, of course, any existing commitments.

4. Economic Warfare. The Foreign Economic Administration's studies of the enemy's war potential and other phases of economic warfare should be reduced and focused on the war against Japan. This work should be carried on as it has in the past, in close integration with our armed forces.

5. Lend-Lease. Lend-Lease supplies should continue to be furnished in whatever amounts are necessary for the

most effective prosecution of the war. We have waged war on a combined basis with our Allies with a success which is being amply demonstrated every day on the battlefields of Europe and the Far East. Until the complete defeat of both Japan and Germany, the flow of Lend-Lease aid should be continued in the amounts necessary to enable the combined strength of all the United Nations to defeat our common enemies as quickly as possible and with the least loss of life. The amount and nature of the aid necessary after the defeat of Germany is closely tied up with the strategic plans for the Pacific war, and the programs for reconstruction and for reconversion of industry to civilian needs which we and our Allies work out on a basis of mutual understanding. The Foreign Economic Administration should aid in carrying out this policy to the fullest extent.

6. Surplus Property. As you have done in the past, you should continue to take every reasonable measure to see to it that no unnecessary surpluses develop out of procurement by the Foreign Economic Administration for Lend-Lease, UNRRA or other purposes. In connection with procurement or production for Lend-Lease or relief and rehabilitation purposes, you should continue to investigate and take up supplies of other Government agencies which are or may be surplus.

7. Control of the War-Making Power of Germany. You have been making studies from the economic standpoint of what should be done after the surrender of Germany to control its power and capacity to make war in the future. This work must be accelerated, and under the guidance of the Department of State you should furnish assistance in work and when requested to do so in personnel by making available specialists to work with the military authorities, the Foreign Service, and such other American agencies and officials as participate with the United Nations in seeing to it that Germany does not become a menace again to succeeding generations.

8. Reconstruction and Future Foreign Trade. It is in the national interest of the United States, as well as the joint interest of the United States and the other peace-loving nations, that the destruction and devastation of war be repaired and that the foundations for a secure peace be laid. I understand that you are also preparing to submit for my consideration major proposals along these lines. In varying degrees every workman, every farmer and every industry in the United States has a stake in the production and flow of manufactured goods, agricultural products and other supplies to all the other countries of the world. To produce the largest amount of useful goods and services at home, we should export and import as much as possible.

Any marked improvement in the economic well-being of the United States will not only improve the economic well-being of the other peace-loving peoples of the world, but will also aid materially in the building of a durable peace.

With this objective in mind, you should continue to take such action as is necessary or desirable in accordance with the powers delegated to the Foreign Economic Administration and in conformity with the foreign policy of the United States as defined by the Secretary of State.

While the Foreign Economic Administration was primarily a war agency, its role in the nation's foreign trade was defined by its Administrator in a letter to the author, dated February 27, 1945, as follows:

In reply to your request for a statement as to the role the Foreign Economic Administration will play in the nation's foreign trade from the trader's point of view, I want first to emphasize that FEA is primarily a war agency. Its main objective is to aid in winning the war as speedily and effectively as possible and with the least cost in lives.

Consistent with this main objective, the Foreign Economic Administration is committed, both by presidential di-

rective and by conviction, to the steadiest possible return to private trade. Some of the major instances in which this government feels it will be extremely ill-advised to withdraw precipitately from its wartime activities are as follows:

1. Allocation of adequate materials to the Lend-Lease program until the defeat of Japan and to the Army and United Nations relief program.
2. Allocation between domestic and foreign buyers of materials in short supply.
3. Denial of access to American goods to firms which have been blacklisted for dealing with the enemy or otherwise to prevent American goods from getting into the hands of the enemy.

In the field of licensing for export, which is FEA's principal point of contact with private trade, simplifications and relaxations were instituted a year ago and new ones are constantly being worked out.

As the war fronts have closed in on Germany and Japan, lend-lease to outlying areas has been discontinued, making way for private trade to move in. At this date all government-to-government transactions with South Africa, French Equatorial Africa, the Cameroons, Belgian Congo and some of the British colonies have been entirely stopped. This has also been the case in the Middle East except for a very few items in short world supply which require governmental distribution. As soon as the technique of private trade can be worked out by the French, FEA will withdraw from French West and North Africa.

Through the U. S. Commercial Company FEA has acted and will continue to act in the war theaters as agent for the military services in the handling and disposition of commodities which are required as an incident to occupation. In the procurement and distribution of its purchases, U. S. Commercial Company will continue to use the services of private trade. The U. S. Commercial Company is now distributing all non-strategic imports from North Africa, Sicily and Italy through the import trade on the basis of their pre-war importations from the particular area. At the request of trade groups of importers, the U. S. Commercial Company is acting to facilitate the flow of goods from France, having sent a representative to Paris for this purpose. Other U. S. Commercial Company representatives will soon go to the Philippines.

Among FEA's major post-war activities will be those of the Export-Import Bank and those to aid American production and trade.

Credits for the procurement of American supplies by foreign governments and buyers may be extended by the Bank to supplement financing by private producers and bankers.

The Engineering Division of FEA has worked with the Chinese Government on the preparation of a huge industrial development program which will be handled through private channels here though financed by the Chinese or United States Government. Likewise the industrial projects which many Latin American countries are constructing or plan to construct after the war are submitted to FEA in the planning stage to be screened in the light of availability of material, and of economic repercussions on the rest of the world.

Some of these projects will be financed by private firms in Latin America, some by the governments themselves, and some with the assistance of the Export-Import Bank, but all services and supplies purchased in this country will be made from private concerns which the Latin Americans themselves will select.

To answer your last question, it has always been the policy to disturb normal trade patterns as little as possible by the Lend-Lease operation, to honor requests for branded goods wherever price and supply permits, and to utilize the services of established private traders. But Lend-Lease is essentially a government-to-government war supply operation on a governmental scale, and as such cannot in general be handled

through commercial channels in meeting the primary objective of winning the war as expeditiously as possible with the minimum loss of life and property.

Foreign exchange. (*See* Foreign currency.) As the word *exchange* implies, this term refers basically to the exchange of one currency for another currency, or values (such as drafts) in one currency for values in another currency. (*See also all* Exchange *headings.*) In a banking and foreign trade sense, it has come to mean the foreign values themselves or the rate at which foreign exchange deals are transacted. The demands of one country on another, or of the sellers and buyers in one country on those in another, represented by exchanges of goods or services, or both, are translated from one country's currency into that of the other country. These translated demands have to be met either by currency or by instruments of credit (drafts, for example) or values. Thus, the debtor nation or trader has to meet the demands by acquiring the foreign exchange or currency equivalent to the translated amount arrived at, and this in turn leads to the foreign exchange transaction itself. The shipment of goods from one country to the other and the subsequent, simultaneous, or advance payment for such goods is an exchange, a foreign exchange; vice versa, the importation of goods from abroad results in the same need to exchange currency or currency values for the shipment received. As different nations have different money systems, foreign exchange is necessary to pay for imports and exports as well as for services rendered. In other words, to pay the individual indebtedness of one country to another, in the currency prevalent in the creditor's country, forces or obligates the debtor to acquire such foreign currency or exchange. He has to sell his own currency in order to buy that prevalent in the country of his creditor, as a result of which the value of the creditor's country's currency will appreciate in terms of that of the debtor country, and the individual need for such foreign currency will increase its demand.

Foreign exchange, therefore, means the international transfer of economic values in terms of money, by means of money or credit instruments, the latter including cable transfers, and the like. (*See* Money, foreign.) The main problems of foreign exchange are concerned with two operations: (1) the conversion of the money of one country into that of another, and (2) the transfer of money values from one country to another. These operations can be carried through in various ways, for example:

(1) Conversion of money of one country into that of another.

(2) Transfer of money values from one country to another.

(3) In international foreign trade, the latter procedure is the more generally used, as little actual money is shipped by one merchant in one country to another abroad. This transfer of values, as represented by a draft or bill of exchange (*see* Draft, *all headings*), can be arranged in several ways: the shipper or creditor draws a draft on his debtor, the importer; or the importer buys a draft in the creditor's currency and mails or has it transmitted to him. Again, the importer or debtor can open a letter of credit in favor of the exporter, his creditor, and the latter can draw in his own country against this credit, the amounts so drawn being paid him in his own domestic currency. Payments for goods shipped from one country to another, therefore, seldom require actual money transfers, as the drafts thus marketed or negotiated

are sold in financial centers. As drafts thus are drawn on both the country of the creditor and on that of the debtor, when bought and sold in the market they equalize the amounts due to and the amounts owed by a country or its traders. There is, therefore, only the possibility of the need for paying the remaining balance when accounts have been closed, which may be remitted to the country to which it is still owing by the shipment of bullion or other value, when this is possible and permissible. The rates of the foreign exchange, like any other commodity which is bought and sold by those who wish to acquire and those who wish to dispose of it, depend generally on the demand and supply of the commodity handled—in this case, the drafts drawn by one country on another. When currencies are on a gold standard, such fluctuations cannot go far beyond the gold point. But for currencies which are not pegged to gold or do not have gold as a standard, exchange rates may be influenced by factors other than supply and demand, as fear of devaluation, flight of capital, speculation, and other factors may bear an important influence on the rates of exchange. (*See* Gold point.)

Foreign exchange agreements. Shortage of foreign exchange and exchange control or restrictions can cause a country to seek an agreement with another regarding the interchange between them of the payments due each other. These agreements are generally known as *clearing* or *allocation* (*see* Allocations), and they regulate the foreign exchange transactions between the countries that enter them.

Foreign exchange at par. *See* Par exchange.

Foreign exchange control. *See* Exchange control.

Foreign exchange fluctuations. (*See* Fluctuation.) The foreign exchange rates fluctuate constantly, owing to the change in supply and demand, and to such other factors which may cause a higher or lower valuation of a currency (*see* Foreign exchange). This supply and demand need not always be expressed by the actual trade transactions between the countries, for there are also speculators who make it their business to trade in foreign exchange, and therefore, by every sale or purchase they may make of a currency, they influence its value in terms of the currency which they use for settling such purchases. The best protection for a foreign trader is to arrange for payment of his invoices in the currency which to him is the most valuable in his trade transactions and from every point of view, so that for the American foreign trader the dollar—and settlements of all accounts due in terms of American dollars—is the best safeguard against losses by foreign exchange fluctuations, whether caused by trade, speculation, or otherwise. (*See* Foreign exchange futures.)

Goods sold in dollars necessitate the foreign buyer's paying the draft in dollars at the current rate of exchange for his own currency. If his own currency falls, therefore, in terms of dollars, during the interim between order and delivery, the result is precisely the same as a rise in the local market price of the goods. More foreign currency than was originally calculated at the time of the order must then be provided at the time of delivery to meet a draft drawn for a given number of dollars, and the cost of the goods in foreign currency to the foreign buyer is correspondingly enhanced. If the draft is drawn in foreign currency, this risk is assumed by the exporter. Either the exporter or the foreign buyer may protect himself against such contingency by fixing exchange forward. That is, the exporter draw-

VALUES OF FOREIGN MONIES

The United States Treasury, through its Director of the Bureau of the Mint, publishes quarterly a list of the *Values of Foreign Monies*. This quarterly publication is obligatory, which is attested by the quotation preceding each such listing of values of foreign monetary units:

"Pursuant to section 522, title IV, of the Tariff Act of 1930, reenacting section 25 of the act of August 27, 1894, as amended, the following estimates by the Director of the Mint of the values of foreign monetary units are hereby proclaimed to be the values of such units in terms of the money of account of the United States that are to be followed in estimating the value of all foreign merchandise exported to the United States during the quarter beginning October 1, 1946, expressed in any such foreign monetary units. *Provided, however*, That if no such value has been proclaimed, or if the value so proclaimed varies by 5 per centum or more from a value measured by the buying rate in the New York market at noon on the day of exportation, conversion shall be made at a value measured by such buying rate as determined and certified by the Federal Reserve Bank of New York and published by the Secretary of the Treasury pursuant to the provisions of section 522, title IV, of the Tariff Act of 1930."

However, since the International Monetary Fund has established a Schedule of Par Values (announced in December 1946), the *Values of Foreign Monies*, as published quarterly by the Mint, are not determining such values, except, as stated in the above quotation from the Tariff Act of 1930, for the purpose of estimating the value of all foreign merchandise exported to the United States. Thus, for Customs purposes, these values are both binding and important. The value of a foreign money unit, therefore, as shown in the quarterly circulars issued by the Bureau of the Mint, is the ratio between the legal gold content of the foreign unit and the legal gold content of the United States dollar. This value, with respect to most countries, varies widely from the present exchange rates. Countries not having a legally defined gold monetary unit, or those for which current information is not available, are omitted. These lists can be obtained at all times from the United States Treasury, and they will continue to be issued and the values of foreign monies will continue to be calculated, for Customs purposes only, by the Bureau of the Mint, in the same manner, unless and until Congress should enact a law or laws, or amend the present law or laws, making the par values of foreign monies established by the International Monetary Fund automatically the basis for Customs valuation of merchandise exported to the United States.

Of course, as is also plainly set down in the legal excerpt quoted at the beginning of this text, if the value proclaimed by the Mint in its quarterly lists varies by five per centum (5%) or more from a value measured by the buying rate in the New York market at noon on the day of exportation, conversion (for Customs purposes) shall be made at a value measured by such buying rate. In this manner the values of foreign monies, insofar as they apply to the valuation

Currencies of Metropolitan Areas

Country	Currency	Par Values In Terms of Gold: Grams of fine gold per currency unit	Par Values In Terms of Gold: Currency units per troy ounce of fine gold	Par Values In Terms of U S Dollars: Currency units per U S dollar	Par Values In Terms of U S Dollars: U S cents per currency unit
Belgium	Franc	0 020 276 5	1,533 96	43 827 5	2 281 67
Bolivia	Boliviano	0 021 158 8	1,470 00	42 000 0	2 380 95
Canada	Dollar	0 888 671	35 000 0	1 000 00	100 000
Chile	Peso	0 028 666 8	1,085 00	31 000 0	3 225 81
Colombia	Peso	0 507 816	61 249 5	1 749 99	57 143 3
Costa Rica	Colón	0 158 267	196 525	5 615 00	17 809 4
Cuba	Peso	0 888 671	35 000 0	1 000 00	100 000
Czechoslovakia	Koruna	0 017 773 4	1,750 00	50 000 0	2 000 00
Denmark	Krone	0 185 178	167 965	4 799 01	20 837 6
Ecuador	Sucre	0 065 827 5	472 500	13 500 0	7 407 41
Egypt	Pound	3 672 88	8 468 42	0 241 955	413 300
El Salvador	Colón	0 355 468	87 500 0	2 500 00	40 000 0
Ethiopia	Dollar	0 357 690	86 956 5	2 484 47	40 250 0
France	Franc	0 007 461 13	4,168 73	119 107	0 839 583
Guatemala	Quetzal	0 888 671	35 000 0	1 000 00	100 000
Honduras	Lempira	0 444 335	70 000 0	2 000 00	50 000 0
Iceland	Krona	0 136 954	227 110	6 488 85	15 411 1
India	Rupee	0 268 601	115 798	3.308 52	30.225 0
Iran	Rial	0 027 555 7	1,128 75	32 250 0	3 100 78
Iraq	Dinar	3 581 34	8 684 86	0 248 139	403 000
Luxemburg	Franc	0 020 276 5	1,533 96	43 827 5	2 281 67
Mexico	Peso	0 183 042	169 925	4 855 00	20 597 3
Netherlands	Guilder	0 334 987	92 849 8	2 652 85	37 695 8
Nicaragua	Córdoba	0 177 734	175 000	5 000 00	20 000 0
Norway	Krone	0 179 067	173 697	4 962 78	20 150 0
Panama	Balboa	0 888 671	35 000 0	1 000 00	100 000
Paraguay	Guaraní	0 287 595	108 150	3 090 00	32 362 5
Peru	Sol	0 136 719	227 500	6 500 00	15 384 6
Philippine Commonwealth	Peso	0 444 335	70 000 0	2 000 00	50 000 0
Union of South Africa	Pound	3 581 34	8 684 86 (or 173 shillings 8 367 pence)	0 248 139 (or 4 shillings 11 553 pence)	403 000
United Kingdom	Pound	3 581 34	8 684 86 (or 173 shillings 8 367 pence)	0 248 139 (or 4 shillings 11 553 pence)	403 000
United States	Dollar	0 888 671	35 000 0	1 000 00	100 000

of merchandise exported to the United States, will be and are automatically readjusted to the actual buying rates or values.

The Fund (*see* International Monetary Fund) accepted the following par values as the initial rates under the I. M. F.:

The Fund Agreement requires that "the par value of the currency of each member shall be expressed in terms of gold as a common denominator or in terms of the United States dollar of the weight and fineness in effect on July 1, 1944."

Members communicated their par values in 1946 either in terms of gold or of United States dollars or both. For convenience, all par values here have been expressed both in terms of gold and of United States dollars in a uniform manner and with six significant figures, i e , six figures other than initial zeros. For these reasons, there may arise in a few cases inconsequential discrepancies in the last, rounded, decimal figures.

Currencies of Non-Metropolitan Areas

Member and Non-Metropolitan Areas	Currency and relation to Metropolitan Unit	Par Values In Terms of Gold: Grams of fine gold per currency unit	Par Values In Terms of Gold: Currency units per troy ounce of fine gold	Par Values In Terms of U S Dollars: Currency units per U S dollar	Par Values In Terms of U S Dollars: U S cents per currency unit
BELGIUM					
Belgian Congo	Franc (Parity with Belgian franc)	0/020 276 5	1,533 96	43 827 5	2 281 67
FRANCE					
Algeria, Morocco, Tunisia, French Antilles, French Guiana	Franc (Parity with French franc)	0 007 461 13	4,168 73	119 107	0 839 583
French West Africa, French Equatorial Africa, Togoland, Cameroons, French Somaliland, Madagascar and dependencies, Reunion, St Pierre and Miquelon	CFA Franc (= 1 70 French francs)	0 012 683 9	2,452 20	70 062 8	1 427 29
New Caledonia, New Hebrides, French possessions of Oceania	CFP Franc (= 2 10 French francs)	0 017 906 7	1,736 97	49 627 8	2 015 00
French possessions in India	Rupee (= 36 French francs)	0 268 601	115 798	3 308 52	30 225 0
NETHERLANDS					
Surinam and Curacao	Guilder (= 1 406 71 Netherlands guilders)	0 471 230	66 004 9	1 885 85	53 026 4
UNITED KINGDOM					
Gambia, Gold Coast, Nigeria, Sierra Leone	West African Pound (Parity with sterling)				
Southern Rhodesia, Northern Rhodesia, Nyasaland	Southern Rhodesian Pound (Parity)				
Palestine	Palestinian Pound (Parity)				
Cyprus	Cyprus Pound (Parity)	8 581 34	8.684 86	0 248 139 403 000	
Gibralter	Gibralter Pound (Parity)				
Malta	Maltese Pound (Parity)				
Bahamas	Bahamas Pound (Parity)				
Bermuda	Bermuda Pound (Parity)				
Jamaica	Jamaican Pound (Parity)				
Falkland Islands	Falkland Islands Pound (Parity)				
Kenya, Uganda, Tanganyika, Zanzibar	East African Shilling (20 per pound sterling)	0.179 067	173 697	4 962 78	20.150 0
Barbados, Trinidad, British Guiana	British West Indian dollar (4 80 per pound sterling)	0 746 113	41 687 3	1.191 07	83 958 3
British Honduras	British Honduras dollar (4 03 per pound sterling)	0 888 671	35.000 0	1 000 00	100 000
Ceylon	Ceylonese Rupee (13 1/3 per pound sterling)				
Mauritius	Mauritius Rupee (13 1/3 per pound sterling)	0 268 601	115 798	3 308 52	30 225 0
Seychelles	Seychelles Rupee (13 1/3 per pound sterling)				
Fiji	Fijian Pound (1 11 per pound sterling)	3 226 44	9 610 20	0 276 474 363 063	
Tonga	Tongan Pound (1 2525 per pound sterling)	2 859 36	10 877 8	0 310 794 321 756	
Burma	Burmese Rupee (at par with Indian Rupee, i e = 1 shilling 6 pence)	0 268 601	115 798	3 308 52	30 225 0
Hong Kong	Hong Kong Dollar (16 per pound sterling)	0 223 834	138 958	3 970 22	25 187 5
Malaya (Singapore and Malayan Union)	Malayan Dollar (8 571 428 57 per pound sterling or 2 shillings 4 pence per Malayan Dollar)	0 417 823	74 441 7	2 126 91	47 016 7
Sarawak, British North Borneo	The Sarawak and British North Borneo Dollars which circulate alongside the Malayan Dollar (which is legal tender) have the same value				

ing in foreign currency may sell the foreign currency he expects to receive for future delivery. This is a hedging operation, and may also be done by the foreign buyer, expecting to meet dollar drafts at some future date, by buying dollars for future delivery.

Foreign exchange forward. *See* Foreign exchange futures.

Foreign exchange futures. (*See* Option (on) foreign exchange; Hedging.) To protect himself against fluctuations in foreign exchange, the buyer can buy from his own bank, with his own currency, the amount he requires in order to pay for his purchase abroad, at a given future date. Vice versa, the seller can sell a payment due to him in the future, in a foreign currency. The bank will buy or sell this future exchange at a definite price or rate, thus protecting the buyer or seller from the risk of exchange fluctuations. The foreign trader in this manner is able to calculate definitely his costs or sales prices represented by this foreign exchange, in his native currency, by agreeing to purchase a definite amount of foreign exchange on a definite future date, or within a definite period to pay for it, at the agreed rate.

Foreign exchange law. The law published and adopted by a country which has reference to all dealings with and in foreign exchange and foreign currencies or values.

Foreign exchange option. *See* Option (on) foreign exchange.

Foreign exchange, pegged. *See* Pegged exchange.

Foreign exchange permits. In some countries, special permits (*see* Permit, exchange) are necessary for the purpose of dealing in foreign exchange. Such permits, when granted, make possible the buying and selling of foreign exchange and/or values (*see* Devisen; Drafts), and/or the remittance of foreign exchange abroad, or, lastly, the remittance of the domestic currency abroad for the purchase of goods or currencies. (*See* Exchange control; Exchange restrictions.)

Foreign exchange, spot. When an importer purchases "spot" exchange, as contrasted with future exchange (*see* Foreign exchange futures), he receives there and then, on the "spot," a definite amount of foreign exchange, paying for it at the rate agreed upon for his particular purchase.

Foreign exchange, wholesale rates. The rates published in the papers of the world are generally better than the ones actually obtainable; in other words, they apply or would apply to much greater and more important transactions than the foreign trader can carry through. The seller of a draft will only seldom receive the rate advertised in the paper as the selling rate, but will get less than the quoted and printed rate. On the other hand, the buyer of a draft seldom will be able to purchase the draft he needs at the published rate, but will have to pay more. There may be—at times—exceptions, but generally they only confirm the general rule.

Foreign export merchant. *See* Merchant *headings.*

Foreign freight agency: for airline; for railroad; for steamship. *See* Foreign freight agent.

Foreign freight agent. (*See* Freight agent.) The agent for a steamship line, airline, railroad, or other common carrier who quotes freight for export and import, quoting the export or import (foreign freight) rates granted by his principals and attending to special privileges granted foreign shipments (*see* Bill of lading, railroad, *and so on*).

Foreign freight agent: for railroad; for airlines; for steamship. *See* Foreign freight agent.

Foreign freight forwarder. *See* Freight forwarder; Freight forwarding (procedure, foreign).

Foreign freight traffic, railroads. *See* Railroads, foreign freight traffic.

Foreign funds control. This was a special type of financial control exercised by the Treasury Department of the United States in the Second World War. The original purpose of the control was protective. As the Axis nations invaded the European countries, there was danger of their appropriating the assets owned in America by nationals of these invaded countries. The Treasury Department acted to prevent this by freezing all these assets which were under the control of the United States. This was not only justice to the owners of these assets, but it was also a protection to banks in the United States against conflicting claims. Foreign funds control was inaugurated on April 10, 1940, when Germany invaded Denmark and Norway. As other countries were invaded, their funds in the United States were frozen.

This control was not exercised against the assets of Germany until June, 1941 and Japan in July, 1941. At that time, foreign funds control became an active weapon in economic warfare. After the entrance of the United States into the war, foreign funds control was co-ordinated with other sections of the Trading with the Enemy Act, as amended, to fulfill the following functions:

(*a*) The complete severance of all financial and commercial intercourse, trade, and communication, direct or indirect, between the United States and the Axis and Axis-dominated countries.

(*b*) The prevention of all financial and commercial intercourse and trade between the United States and any country outside the Western Hemisphere which directly or indirectly benefits the Axis.

(*c*) The prevention of all financial, commercial, and trade transactions between the United States and any other American Republic which directly or indirectly benefit the Axis, including all transactions which benefit real or juridical persons within the American Republics whose influence or activity is deemed inimical to the security of the Western Hemisphere.

(*d*) The elimination of all financial and commercial activities engaged in by real or juridical persons within the United States whose influence or activity is deemed inimical to the security of the Western Hemisphere.

Foreign funds transfer. *See* Bank, foreign remittances and transfers of funds.

Foreign general average. If it is part of an insurance policy, this means that the underwriter and the assured have agreed that in the event of a general average claim (in connection with that particular policy, the average settlement for which is made in a foreign country), values prevailing in that country shall be the basis of the settlement. (*See* Insurance, average.)

Foreign investments. *See* Investments, foreign.

Foreign languages. *See* Languages.

Foreign manufacturer. The foreign manufacturer and producer are the primary sources of supply of all imported goods. Their importance, therefore, cannot be minimized. The amount of goods that can be supplied to any given import market at any time, the price that must be paid for those goods, and the quality and adaptability of the goods to the needs of the import market, are largely under the control of the foreign producer.

Foreign market. The general term used to designate the countries in which goods of another country may be, can be, or are sold or bought. (*See* Market survey.)

Foreign market survey. *See* Survey (of) foreign markets; Market survey.

Foreign merchandise. *See* Zone, foreign trade.

Foreign money. *See* Money, foreign; Foreign exchange; Foreign currency.

Foreign money orders. *See* Postal services.

Foreign order. *See* Export order; Indent.

Foreign remittances. *See* Bank, foreign remittances; Remittance; Cable transfer; Draft.

Foreign retailer. *See* Retailer.

Foreign Service. *See* State Department; Consul.

Foreign service fees. *See* Consulation.

Foreign subagents. *See* Subagent.

Foreign subsidiary. This may perform the same manufacturing selling functions as a branch (*see* Branch, foreign), but it is separately incorporated and may be foreign-owned. As such, it has certain advantages in matters of taxation and legal regulations.

Foreign tariff. Tariff established by a foreign nation.

Foreign taxation. *See* Taxation, foreign.

Foreign telecommunications. *See* Telecommunications, foreign.

Foreign trade. The designation used for importing and exporting transactions and everything connected with their execution, including financing and shipping (*see* Export; Import; Export trade; Importing).

Foreign trade accounting. *See* Accounting, foreign trade.

Foreign trade arbitration. *See* Arbitration clause.

Foreign trade banks. *See* Bank.

Foreign Trade Bureau. *See* Bureau (of) Foreign and Domestic Commerce.

Foreign trade clubs in the United States. These are clubs formed to further the interests of foreign trade and foreign traders. The club name generally indicates its membership. An *Export Managers Club* usually means that its membership is confined to export managers of manufacturing companies and to combination export managers (*see* Combination export manager; Export manager).

When the term *Exporters' Club* is used, this has a broader meaning, and the club usually comprises all types of exporters, including export merchants, manufacturers' export agents, and so forth. The term *Export Club* is still broader and usually would include all export interests, not only exporters themselves, but also foreign trade bankers, marine insurance executives, and so forth. Finally, the term *Foreign Trade Club* or *International Trade Club* is the most inclusive, as this usually would have both export and import interests as members.

Some clubs are dedicated to furthering the interests of a particular export industry, or of imports, and so forth. A few but varied types of clubs in the United States are presented below.

CALIFORNIA:

Foreign Trade Association of Southern California, 437 South Hill St., Los Angeles 13

Oakland Foreign Trade and Harbor Club, c/o Oakland Chamber of Commerce, 417 Fourteenth St., Oakland 12

Export Managers Association of San Francisco, 225 Bush St., San Francisco

Foreign Trade Association of the San Francisco Chamber of Commerce, 333 Pine St., San Francisco 4

Junior Foreign Trade Association of the San Francisco Chamber of Commerce, 333 Pine St., San Francisco 4

COLORADO:

Denver Exporters Club, Rocky Mountain Export Co., P. O. Box 1051, Denver

CONNECTICUT:

Export Managers Club of Bridgeport, Bridgeport

Export Managers' Club of Hartford, 436 Capital Ave., Hartford

Foreign Trade Club of the Chamber of Commerce, 152 Temple St., New Haven

GEORGIA:

Atlanta Foreign Trade and Travel Club, American Mills Co., 308 Ivy St., N. E., Atlanta

ILLINOIS:
Foreign Trade Council of the Aurora Chamber of Commerce, 17 Island Ave., Aurora
Export Managers' Club of Chicago, Inc., One North La Salle St., Chicago 2
Foreign Trade Division, Chicago Association of Credit Men, 2100 Merchandise Mart, Chicago 54

LOUISIANA:
The Export Managers' Club of New Orleans, 1216 Hibernia Bank Bldg., New Orleans 2

MARYLAND:
Foreign Trade Club of Baltimore, 22 Light St., Baltimore 2

MASSACHUSETTS:
New England Export Club, Inc., c/o Burton Rogers Co., 857 Boylston St., Boston
Springfield Foreign Trade Council, 134 Chestnut St., Springfield 3
Foreign Trade Council, Worcester Chamber of Commerce, 32 Franklin St., Worcester

MICHIGAN:
Foreign Trade Club of Detroit, 536 Shelby St., Detroit

MINNESOTA:
Northwest Foreign Trade Club, 200 Builders Exchange, Minneapolis 2

MISSOURI:
Export Managers' Club of St. Louis, Inc., P. O. Box 1735, Plaza Sta., St. Louis
Foreign Trade Club of Kansas City, c/o Midwest Center, 1030 Baltimore St., Kansas City

NEW JERSEY:
Foreign Trade Council, Chamber of Commerce of the City of Newark, N. J.

NEW YORK:
Buffalo Foreign Trade Association, Chamber of Commerce Bldg., Buffalo
The Export Managers Club of New York, Inc., 2 Lafayette St., New York 7 (Has members in 26 States)
Foreign Commerce Club of New York, Inc., c/o Waterman S. S. Corp., 19 Rector St., New York 6
Foreign Credit Interchange Bureau of the National Assn. of Credit Men, 1 Park Avenue, New York 16 (Membership in 28 States)
Machinery-Metals Export Club, 330 West 42nd St., New York 18
17 Club, 330 West 42nd St., New York 18
Overseas Automotive Club, Inc., 330 West 42nd St., New York 18
Foreign Trade Round Table, Rochester Chamber of Commerce, 55 St. Paul St., Rochester 4
Foreign Trade Club of Syracuse, New York, c/o Easy Washing Machine Corp., Syracuse 1

OHIO:
Akron Export Club of Akron Chamber of Commerce, 228 Ohio Bldg., Akron
Cleveland World Trade Organization, 400 Union Commerce Bldg., Cleveland 14
Foreign Trade Club of the Cincinnati Chamber of Commerce, 4th and Race Sts., Cincinnati

PENNSYLVANIA:
Foreign Traders Association of Philadelphia, Inc , 208 Logan Hall, 36th St. and Woodland Ave., Philadelphia 4
Foreign Trade Council, Chamber of Commerce of Pittsburgh, Pittsburgh

RHODE ISLAND:
Foreign Trade Club of the Providence Chamber of Commerce, 162 Westminster St., Providence

SOUTH CAROLINA:
Charleston Foreign Trade Club, P. O. Box 860, Charleston

TEXAS:
Transportation and Foreign Trade Club of Galveston, 101 Cotton Exchange Bldg , Galveston
Houston Foreign Trade Association, Commerce Bldg., Houston

WISCONSIN:
International Trade Club of Wisconsin, Inc., c/o Master Lock Company, 2600 N. 32nd St., Milwaukee
Milwaukee Exporters Club, c/o Harnischfeger Corp., Milwaukee 14

WASHINGTON:
World Trade Club of Seattle, 215 Columbia, Seattle

See "Exporters' Encyclopaedia."

Foreign Trade Council, National. *See* National Foreign Trade Council.

Foreign trade definitions. *See* Definitions, foreign trade, American.

Foreign trade magazines. *See* Magazines, foreign trade.

Foreign trade-marks. *See* Trade-marks.

Foreign trade organizations. There are various nongovernmental organizations, national in scope, which render foreign trade services in connection with many phases of export or import trade.

ASSOCIATION OF EXPORT ADVERTISING AGENCIES
60 E. 42nd St., New York 17, N. Y.

BANKERS ASSOCIATION FOR FOREIGN TRADE
Secretary: A. R. Angell, Asst. V.-Pres., Crocker First National Bank, San Francisco, Calif.

CHAMBER OF COMMERCE OF THE U. S. A.
1615 H St., N. W., Washington 6, D. C.

COMMERCIAL MUSEUM
34th St., below Spruce, Philadelphia, Pa.

EXPORT ADVERTISING ASSOCIATION, INC.
20 Vesey St., New York 7, N. Y.

EXPORT MANAGERS' CLUB OF NEW YORK, INC.
2 Lafayette St., New York 7, N. Y.

NATIONAL ASSOCIATION OF CREDIT MEN
1 Park Ave., New York 16, N. Y.

NATIONAL ASSOCIATION OF MANUFACTURERS OF THE U. S.
14 W. 49th St., New York 20, N. Y.

NATIONAL COUNCIL OF AMERICAN IMPORTERS, INC.
45 E. 17th St., New York 3, N. Y.

NATIONAL FOREIGN TRADE COUNCIL, INC.
26 Beaver St., New York 4, N. Y.

PAN AMERICAN UNION
17th St., between Constitution Ave. and C St., N. W., Washington 6, D. C.

U. S. ASSOCIATES, INTERNATIONAL CHAMBER OF COMMERCE
590 Madison Ave., New York 22, N. Y.

U. S. SECTION, INTER-AMERICAN COUNCIL OF COMMERCE AND PRODUCTION
1615 H St., N. W., Washington 6, D. C.

Foreign trade promotion. *See* Promotion of foreign trade.

Foreign trade zone. *See* Zone, foreign trade; Free port.

Foreign value. *See* Appraisement (of) goods' value; Value (for) appraisement.

Foremast. The mast in the foremost part of a ship.

Forest products. In the foreign trade (Customs) sense, this means crude vegetable substances, grown in or obtained from forests, and the term includes logs, timber, and lumber not further manufactured than sawed into planks, boards, or deals and planed, tongued, or grooved.

Form (of) payment. *See* Payment, form (of).

Forms (of) credit. *See* Letter of credit, *heading:* "Forms of credit."

Forms, Customs. *See* Customs forms.

Forward exchange. *See* Foreign exchange futures; Option (on) foreign exchange.

Forward freight. *See* Freight forward.

Forwarder. *See* Freight forwarder.

Forwarder's bill of lading. *See* Bill of lading, forwarder's.

Forwarding. *See* Freight forwarding.

Forwarding agent. *See* Freight forwarder.

Foul air waybill. *See* Bill of lading, foul.

Foul bill of lading. *See* Bill of lading.

Franchise insurance. *See* Insurance, franchise.

Franco. Abbrev. *fco.* (*See* Definitions, foreign trade, American.) Free to the domicile or place of business (or warehouse, godown, or yard) of the buyer. When goods are quoted or sold *franco,* this means that the price includes all such charges as freight and insurance up to that place of domicile, including also all local transportation, both to the vessel at port of shipment and from the ship at port of destination. It is the equivalent of *free on board destination* (F. O. B. destination).

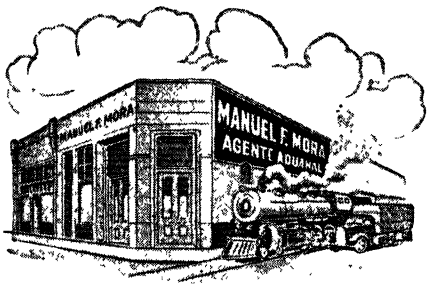
Fraud, insurance. *See* Concealment (of) fact.

Free alongside steamer. (*See* Definitions, foreign trade, American.)

Free articles (duty free). *See* Free list.

Free (of) capture and seizure. A war risk only, thus not usually included in a marine policy unless a war risk policy is taken out, or unless a rider to the marine policy provides for such or/and other war risks.

Free consumption entry. *See* Entry consumption.



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Free delivery, railroad. *See* Railroad free delivery.

Free destination. *See* Franco.

Free district. *See* Free port.

Free (of) duty. *See* Free list.

Free entry. Goods which can be imported into and enter a country free of import taxes or duties. (*See* Free list; Entry, consumption.)

Free harbor. Free delivery in harbor. (*See* Definitions, foreign trade, American.)

Free in and out. In this form of charter the shipowner provides the vessel and pays all port charges except stevedoring and tallying cargo.

Free lighterage. *See* Lighterage, free.

Free list. (*See* Entry, duty free.) A list of goods not liable to the payment of Customs duties. In the United States this list is contained in the tariff. Not all countries enumerate them in special lists, and they are found among the schedules to which they belong.

Free market rate. The free, prevailing rate, in contrast to the official or legal rate.

Free on board. *See* Definitions, foreign trade, American.

Free on board destination. *See* Franco.

Free (of) particular average. (*See* Insurance, average.) Abbrev. *F. P. A. E. C.*, meaning "Free of Particular Average English Conditions": free of (not liable for) Particular Average (partial loss) unless the vessel be stranded, sunk, burnt, or in collision. In other words, partial loss from marine perils is not insured unless the vessel be stranded, sunk, burnt, or in collision. It is not necessary that the accident specified cause the damage. The occurrence of the accident extends the insurance to cover partial loss from all marine perils.

The American Institute of Marine Underwriters has adopted the following free of particular average clause for insertion in the cargo marine insurance policies of itant; Freight (by) ranted free from Pansportation and unless the vessel or ca
sunk or burnt, but n**States railroads.** this warranty the Underw an interstate pay the insured value of a*see specimen,* or packages which may be t
in loading, transshipment, handles all charge, also for any loss of or c he may to the interest insured which ma his exsonably be attributed to fire, colla for- or contact of the vessel and/or cr(*See* and/or conveyance with any externa substance (ice included) other than water, or to discharge of cargo at port of distress, also to pay landing, warehousing, forwarding, and special charges if incurred for which Underwriters would be liable under a policy covering Particular Average. This clause shall operate during the whole period covered by the policy." (*See* American Institute of Marine Underwriters.) Another clause, abbreviated *F. P. A. A. C.* (meaning "Free of Particular Average American Conditions") reads: "Free of Particular Average unless *caused* by the vessel being stranded, sunk, burnt, or in collision." The coverage is more restricted under this clause than under the F. P. A. E. C. Clause because partial loss is not covered unless actually *caused* by the stranding, sinking, burning, or collision of the vessel.

To sum up:

Free of Particular Average American Conditions: Partial loss is not insured unless *caused* by stranding, sinking, burning, or collision of the vessel.

Free of Particular Average English Conditions: Partial loss is not insured unless the vessel *be* stranded, sunk, burnt, or in collision. This clause is somewhat broader than that preceding, the difference being that under the former the partial loss must be *caused* by one of the four casualties mentioned, while under the latter partial loss from any marine perils is

of the four casualties
ely occurs on the same

Foreign trade zone. (*See* ign trade.) The extension, ak, of the bonded warehouse arehouse, bonded), with the ction that no bonds are required. of the town (or of the port) or en a whole town or port may be so esignated. It is excluded from the Customs territory, and thus greatly facilitates exports and transshipments. Vessels can pass into the free port without entry, and storing, sorting, packing, improving, mixing, and manufacturing may take place within the "free port" zone. Goods which are re-exported do not enter the Customs at all. The owners merely pass them into Customs territory when they are ready to import them and to pay the lawful duties. Only when they are entered into the Customs and are actually transported from the free zone into Customs territory does the shipment become an importation.

Foreign merchandise may, therefore, be brought into a free port or free zone and there be stored or manipulated, while domestic merchandise, which is not intended to return to the Customs territory, is not subject to any Customs requirements except such as may be necessary for the purposes of drawback or general regulations referring to free ports or zones. But, when a trader enters domestic merchandise in the free zone with the intention of bringing it back into Customs territory, and makes a claim for the exemption from duty, then the entry of such merchandise into the free zone must be supervised by a Customs officer. While any merchandise properly in a free zone (in the United States) may be stored, broken up, repacked, assembled, distributed, sorted, graded, cleaned, mixed with foreign or domestic merchandise, or otherwise manipulated in the zone, it may not be exhibited or manufactured there. Moreover, in the United States merchandise which is prohibited entry into the United States is not admitted to a free zone. The Customs Regulations give full details regarding all special features of free zone use and operation.

Following are the activities which are generally carried on in foreign free ports: (1) storing; (2) breaking bulk; (3) repacking; (4) assembling; (5) distributing; (6) sorting; (7) grading; (8) cleaning; (9) mixing (domestic and foreign merchandise); (10) manipulating; (11) exhibiting; (12) in some instances, manufacturing.

Free sale of gold. *See* Gold standard.

Free time (on) arrival. *See* Time, free, on arrival; Arrival notice.

Free trade. The exchange between countries on the basis of a tariff system that does not distinguish between articles produced domestically and articles produced abroad and consequently either taxing both (by the duties or taxes imposed upon them) on an equal basis and to an equal extent, or exempting both from all taxation (or payment of duties). It is in contrast to protected trade (*see* Protection).

Free trade zone. *See* Free port.

Free trader. One who believes in free trade.

Free zone. *See* Zone, foreign trade; Free port.

Freedom of the seas. This is internationally recognized, except coastwise.

Freezing credits. *See* Export credit, frozen.

Freight. *Freight* is the charge made for carrying goods, by any common carrier, on land, at sea, and in the air, from one place to a pre-agreed destination. The word *freight*, however, means not only the charge made, but also the compensation paid. Ocean freight is generally charged, except

when special arrangements have been made or agreements reached, by either the measurements or weight of the shipment, whichever is the more advantageous to the steamship company. (*See* Freight, export.) If a box goes by measurement, and is irregular in size, to arrive at the freight charge, the largest dimensions for length, breadth, and thickness are taken. There may also be extra charges for dunnage for such irregular-sized cases (*see* Bill of lading). (*See* Freight (by) measurement; Air transportation and charges; Freight (by) weight.)

Freight (in) advance, or **prepaid freight.** Freight has been paid at the port of shipment before departure. (*See* Definitions, foreign trade, American, *heading:* "Freight prepaid to . . .")

Freight agency. The office of the freight agent.

Freight agent. (*See also* Foreign freight agent.) The freight agent acts for the carrier (on the sea, in the air, on land) and is paid by him. Every railroad station master is the road's freight agent, who issues its bills of lading, including those for shipments that are destined for export (*see* Bill of lading; Freight).

Freight, air. *See* Air transportation and charges.

Freight allowed (to). *See* Definitions, foreign trade, American, *heading:* "Freight allowed to."

Freight, berth. *See* Berth freight rate.

Freight broker. Brings together the shipper (the buyer of freight space) and the carrier or his agent (the seller of freight space). He is paid by the latter, on the basis of the freight collected or paid. (*See* Broker; Freight *headings.*)

Freight carriers. Any carriers that will accept cargoes, whether by land, on the sea, or in the air. (*See* Vessel, classification; Carrier *headings.*)

Freight charges. *See* Freight; Freight (by) measurement; Freight (by) weight; Air transportation and charges.

Freight claims, United States railroads. Such claims are made on an interstate approved standard form (*see specimen, page 823*).

Freight clerk. A clerk who handles all matters pertaining to freight; he may be employed by the shipper, in his export or import department, by a forwarder, or by a carrier company. (*See* Clerk, shipping.)

Freight, confirming note. *See* Freight contract.

Freight contract. The contract between shipper and carrier as to the terms and conditions on the basis of which the cargo has been delivered and accepted (*see* Bill of lading; Air waybill). It is confirmed as to rate, date, and so on, and space booked, by a confirmatory note (*see specimens, page 822*).

Freight, dead. *See* Charter, dead freight; Dead freight.

Freight, deferred rebates. (*See* Freight; Freight, export.) In order to balance good and bad seasons, the shipping company will offer a special rate to those of their shipping customers who will use their vessels regularly for a given period, thereby obtaining cargoes during the bad seasons also. This rebate of, say, 10 per cent is then applied to the total freights paid during the agreed period, provided that at the end of the period it is proved that the shipper has used no other ships for the routes travelled by the company with which the agreement has been made or which is expected to pay the deferred rebates. In some cases, the carrier will even demand the shipment by its vessels for a second period of the same duration, and in that case will pay the deferred rebates for the first period only when the shipper has used the carrier's boats also during the second period. This payment, coming at a deferred date,

and being in the form of a rebate on freights previously paid, is called a *deferred rebate.* (*See* Preferential railroad rates; Preferential transportation rates.)

Freight (at) destination. The freight will be paid by the consignee of the goods after they have arrived at destination. Equivalent to: Freight forward.

Freight, distress. When a vessel has not been able to get a full cargo and its freight space is not completely sold, its owners or charterers will take on further shipments at lower rates so that the vessel may leave loaded as fully as possible. This is called *distress cargo.*

Freight, export. (*See* Freight; Freight (by) measurement; Freight (by) weight; Air transportation and charges; Freight, deferred rebates; Preferential transportation rates.)

(The verb *to freight* is used in foreign trade as *to carry*, for example: "The carrier freights lumber.") As the name implies, the *export freight* rate is a rate offered by the carriers on shipments moving for export and is lower than the domestic rate on the same commodity moving over the same route. On transcontinental shipments through Pacific ports destined to Oriental points, materially lower rail rates are given on goods exported than on domestic shipments. Rates from interior points on export trade are offered to eastern ports, Gulf, and South Atlantic ports. This is done to encourage shipments through some particular point or over some particular line. Other concessions, such as free time allowed on export goods as compared with domestic goods, are sometimes made. Export rates are filed by rail and air carriers, and information should be available in the traffic department or can be furnished by the carriers. (*See* Railroad freight charges.)

Freight forward. Abbrev. *Frt. Fwd.* *Freight forward* means that freight is to be charged at destination, payable by the recipient of the goods. Equivalent to: Freight (at) destination.

Freight forwarder. (*See* Transportation.) Freight forwarders, who—if domestic—are subject to regulation by the Interstate Commerce Commission, are defined by that Commission as persons, other than carriers, who in the performance of contracts to transport property for the general public employ the services of rail, water, and other carriers. Foreign freight forwarders are regulated by the United States Maritime Commission. (*See* Maritime Commission of the United States, *heading:* "Organization.") The foreign freight forwarders, as indicated, act on behalf of the shipper, and, when retained for this purpose, attend to all the necessary details of shipping, insuring, and documenting for the manufacturer or exporter, or, *vice versa*, for the shipper and importer. The forwarder will take delivery of the merchandise at the port or point of production, load it to the seacoast, prepare all documents, and often collect for the shipper and even finance his shipments. His services are generally not paid by the shipper, but by the recipient of the shipments. The competent, honest freight forwarder is, of course, a boon to the manufacturer or trader who does not have the staff or the experience necessary to handle the foreign shipments that he has to make or receive. Therefore, the services of this third party who attends to all matters pertaining to the efficient and economic dispatch or reception of goods are valuable not only to the seller but to the buyer as well. But if the forwarder is not competent or not reliable, he can cause untold harm to the shipper as well as to his customer, for any delay suffered by the customer, any charge piled on

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top of the costs of the goods which is neither justified nor correct, decreases the competitive chances of the products sold, and therefore becomes a detriment to the nation's foreign trade.

The freight forwarder's activities are not only important, but many and varied. They include export clearance (Customs); booking steamer or airplane space; securing permits; making out dock receipts and delivery orders when forwarder attends to cartage to steamer or aircraft; transmitting permits, thus obtained, to his customer's (shipper's) truckman when shipper takes care of cartage (or lighterage); preparation of bills of lading (ocean) and air waybills; making up consular invoices and all other certificates which shipment may require (sanitary certificate, certificate of origin, and so forth); having these consular invoices and/or certificates certified at consulate or chamber of commerce; arranging insurance, under customer's insurance policy (in writing) or under buyer's (consignee's) open policy and obtaining insurance certificate; collecting shipper's invoice against letter of credit (including the adding to shipper's invoice such freight and shipping charges as he may be directed to add, including consular and/or other fees; filling out of the draft; arranging documents to meet conditions of the letter of credit; presentation of documents for draft); completing bank papers for shipper's account, collecting shipping charges from shipper or advancing shipping charges and collecting from consignee; filing drawback notices of intent when necessary; and collecting shipper's claims.

Although many foreign freight forwarders are in the business of domestic freight forwarding, there are many who are not and who therefore do not come under the regulations of the Interstate Commerce Commission. Freight forwarders are of great importance to the foreign trade of the world. (*See* Freight forwarding (procedure, foreign); Carload, consolidated.)

It is advisable for customers to obtain itemized statements of accounts in order to guard against error or abuses by the forwarder.

Freight forwarding (procedure, foreign). If the volume is sufficient to justify an individual steamship bill of lading, such document is obtained; however, if the shipment is to be combined with several others, the forwarding agent takes out a bill of lading in his name covering the whole shipment and issues private receipts or bills of lading to the shippers. These show the name of the foreign correspondent to whom the combined shipment has been made, and who will make distribution of the several items in the shipment. The banks do not accept a forwarder's bill of lading, as the forwarder is not the carrier but merely a middleman. (*See* Bill of lading, forwarder's).

If the shipment has been made on an order bill of lading, it must be endorsed to the forwarder before he can obtain the goods. The exporter delivers the original domestic railroad bill of lading to the forwarding agent with an "Instruction Sheet" on which the exporter has given all the information necessary for the forwarder to make out ocean shipping papers. (Shipments moving on a uniform through export bill of lading, where the railroad performs the functions of a forwarder, do not follow this procedure.) The forwarder will then arrange for ocean shipment on the first available steamer. Upon arrangement with a steamship company, a freight contract covering shipment is made. This is a contract between the exporter and the forwarder, stating the

amount of cargo, the ocean freight rate, and the approximate date of sailing; there is also a line for the steamship company's acceptance.

On arrival of the shipment, the forwarder obtains from the steamship company a shipping permit which grants permission to deliver the material to the pier or dock; this is also called *delivery order*. When the shipment is delivered to the steamship company at the dock, the receiving clerk issues a dock receipt. The steamship bill of lading is issued on surrender of the receipt granted at the dock; this is the final receipt. Before the ocean bill of lading is delivered, it is necessary to furnish the United States Custom house clearance, which is obtained from the collector of Customs. After the forwarder has delivered the shipment, either as an individual shipment or as a combined shipment composed of a group of individual shipments, the next move is up to the steamship company. Foreign freight forwarders accept foreign shipments and operate through all ports. (*See* Freight forwarder.)

Freight insurance. *See* Insurance, freight.

Freight (by) measurement. (*See* Freight; Freight (by) weight.) Shipowners protect their interests by charging freight in a manner by which they profit most: by weight, if that will bring the higher freight charge, or by measurement, if the latter is more advantageous. "Freight by measurement" means the space occupied by the goods when shipped, that is, on the ship itself. This freight is calculated by the measurement ton, which is equal to 40 cubic feet. The shipowners or charterers always have the option of charging freight on the basis of weight or on the basis of measurement. Goods are considered to measure more than they weigh, if the weight to the cubic foot is less than 56 pounds (this figure is arrived at by dividing the 2240 pounds of the long ton by 40, the number of cubic feet in a measurement ton) (*see* Ton, measurement). When figuring space to be occupied in a ship's hold, about 10 per cent of the actual space required should be added, for space will often be broken by the ship's construction, and, also, space must be left for airing of goods and hold. (*See* Air transportation and charges.)

Freight, ocean. Freight charged by ocean-going vessels.

Freight paid. Stamped on a bill of lading or air waybill, this is accepted as proof of payment by the banks. (*See* Letter of credit, *heading:* "Documents.")

Freight, prepaid. Payment of the full bill-of-lading freight in advance.

Freight railroad (carload). *See* Railroad freight, carload.

Freight rates. These vary and are subject to changes, but can at all times be ascertained by the railroad, steamship, airline, and other carriers that are to transport the goods. (*See* Freight, export; Conditions (of) sale, *heading:* "Freight rates.")

Freight rates, berth. *See* Berth freight rate.

Freight rates, preferential. *See* Preferential railroad rates; Freight, deferred rebates; Preferential transportation rates.

Freight refund committee. See Ocean Freight Refund Committee.

Freight space. The space occupied by cargo. When space is booked for a cargo, in order to be sure to have it accepted on board a vessel, freight space is said to be *booked* or *reserved.* (*See* Shipping space; Freight contract; *see specimen, page 822.*)

Freight steamer. *See* Freight carriers.

Freight ton. *See* Ton, freight.

Freight traffic, railroad. *See* Railroads, foreign freight traffic.

Freight (by) weight. Freight charged

by the weight instead of by the measurement of the shipment. It is always at the shipowner's or charterer's option whether he shall charge freight by weight or by measurement, and he protects his interests by choosing that basis for the charges which is more advantageous to him (*see* Freight (by) measurement; Freight). (*See* Air transportation and charges.)

Frère. French. At the end of a firm's name: Brother. *Frères:* Brothers.

Frontier. The boundary line between countries or states.

Frontier trade. Trade carried on at the frontier of a country or state between the border peoples.

Frozen account. *See* Account, blocked; Export credit, frozen.

Frozen credit. *See* Export credit, frozen.

Frozen export credit. *See* Export credit, frozen.

Frozen export funds. *See* Export credit, frozen.

Frozen foods. *See* Refrigerated cargo.

Frozen funds abroad. *See* Export credit, frozen.

Fulfillment (of) contract. *See* Contract fulfillment.

Full coverage. *See* Insurance, full coverage.

Full set (of) bills of lading. *See* Bill of lading, full set.

Full set of B/Ls. *See* Bill of lading, full set.

Full set (of) documents. *See* Documents, full set.

Fumigation certificate. *See* Vessel clearance; *see* Deratization (*and specimen, page 780*).

Fund for stabilization. *See* Stabilization fund.

Funded debt. The permanent portion of a national debt, in contrast to the floating debt (*see* Floating debt).

Funding bonds. *See* Scrip.

Funds, blocked. *See* Exchange, blocked.

Funds control, foreign. *See* Foreign funds control.

Funds, frozen, abroad. *See* Export credit, frozen.

Funds, illiquid. Funds that are tied up in a manner (as in real estate) which prevents their owner from using them or liquidating them—in other words, from turning them, by sale or otherwise, into actual cash or into cash values. (*See* Funds, liquid; Reserve, liquid.)

Funds, liquid. In contrast to illiquid funds, these are funds that are at all times available. (*See* Funds, illiquid.)

Fur auction. *See* Auction.

Future contracts. *See* Futures; Foreign exchange future; Futures contracts.

Future delivery. *See* Delivery, future.

Futures. *Futures* can be traded in money and in goods. Regarding the former, *see* Foreign exchange futures. With respect to goods (or commodities) which are not immediately available, they are sold by the holders (of the rights to such commodities) or their owners to those who want to buy them, but not for delivery at the time they are purchased. The basis for such transactions, for example, in wheat or cotton, is not only the actual or present (*see* Present) stock, but the entire season's future output. At the time of sale (or purchase), therefore, the commodity thus sold or bought does not actually exist, and will only exist, and be delivered, in the future; hence the term. The buyer and seller speculate to the extent of the difference in price between the time of making their future sales contract and the eventual later delivery of the goods. The price, therefore, is settled at time of contract, but the delivery is made at some future date. A manufacturer or merchant who needs a certain material or commodity in the future in order to be able to produce his goods or keep his obligations can thus cover himself by making a future contract. He thus assures himself of the material needed, at the future date on

which he knows he will need it; he must then be able to take delivery. He also does not only assure himself of the material or commodity itself, and can thus figure his production or trading plans and schedules, but he also knows exactly, at the time of his future purchase, what the goods will cost him, regardless of any fluctuations in the price which may take place in the meantime. He can therefore calculate his cost in advance and be sure of the commodity or material itself. (*See* Commodity exchange *headings; all headings of commodities:* Green coffee, Cotton, Rubber *and so forth; also see* New York Produce Exchange; Commodity Exchange Act.)

Apart from this actual need for commodities or materials at a future date, there are other factors that enter into the futures markets. Not only the owners of goods which do not yet exist but which are certain to exist in some way (such as wheat or cotton) at a later date, but also those speculators who do not own even the still growing commodity, enter the futures markets. The latter hope to sell something they do not own and do not expect to own at a price that will enable them through buying it (for delivery to the person to whom they sold) at a lower price, and therefore at a profit to themselves. On the other hand, speculators will buy articles for which they themselves have no need, for future delivery, hoping to be able to sell them at a higher price than that at which they bought before they (the speculators) have to take delivery of the goods they bought. But the dealing in futures, while, of course, very important to the manufacturer or merchant who must be able to count on such later deliveries (*see* Futures contracts; Cotton Exchange), is also done by brokers, in certain fields of raw materials. These study the market in advance, estimate the eventual probable harvest or supply—long before it can be materialized—on government statistics and other information which they gather, and on these data and their own personal, often expert, opinion establish their prices. If their future price calculations show a lower price than the one actually prevailing at the time of their taking contracts for future delivery, they will profit, for they are selling at the day's price, buying it at the future price. (*See* Hedging; Margin; Commodity *headings;* Corner; Cotton Futures Act.)

Futures contracts. (*See* Futures.) Futures contracts, which are standardized as to quality and quantity, are contracts on commodity exchanges and in markets which enable buyers of such commodities (even if they are not dealers in them or have no personal use for what they buy) to try and profit by a possible rise in value of a given commodity in the future. In other words (unless the buyer is a manufacturer, miller, or merchant, who really needs what he buys for future delivery and is therefore not engaging in a speculative venture), he does not in reality expect or wish to receive the commodity he buys for future delivery to him. He merely tries to make a profit in the form of the difference in the price between what he paid for the commodity and its market value on the day on which delivery will take place; vice versa, he must expect to take any loss. However, the contracts are in reality not meant or intended to be speculative, although they are often used in the manner just described. On the contrary, the by-laws of any organized futures markets expressly stipulate that the buyer of such a contract must base the purchase on his intention to receive and the seller's intention to deliver the commodity involved. (*See* Commodity exchange,

futures contract; New York Produce Exchange.)

Futures exchange. (*See* Foreign exchange futures.) A bank will quote to the purchaser or seller of a foreign currency a rate at some future date for such currency, either at a fixed date or at an optional date (*see* Option). (*See* Futures.)

Futures, market. *See* Futures.

Futures, offsetting contracts. *See* Commodity exchange, futures contract, offsetting of.

Futures, trading (of). *See* Futures.

G

Galley. Kitchen on a vessel.

Gallons into pounds. It is often necessary to calculate how many pounds should be reckoned as a gallon, and vice versa. For certain products and commodities this calculation is standardized; for others, specific regulations stipulate definite figures. For example, the New York Produce Exchange prescribes that animal and vegetable oils, as well as fats generally, are to be reckoned at the rate of $7\frac{1}{2}$ pounds per gallon.

Gauge. The gauge is a measure as well as an instrument for measuring different articles: for example, it measures the thickness of wire, as well as the contents of kegs. The *gauge* itself, as a measure, indicates such thickness or amount. (*See* Standard gauge.)

Gauger. The gauger is a Customs officer, with equipment assigned to him by the government, whose duty it is to measure articles designated to him for this purpose.

Gebr. Abbreviation for the German word *Gebrueder*, meaning "Brothers," at the end of a firm's name.

Gebrueder. This is a German word, meaning *Brothers*, used at the end of a firm's name. (*See* Gebr.)

General acceptance. *See* Draft acceptance, general.

General and conventional tariff. *See* Tariff, general and conventional.

General average. *See* Average, general; Average, particular; Insurance, general average; Bond, general average.

General average, foreign. *See* Foreign general average.

General cargo. A vessel's cargo consisting of a variety of commodities shipped by one or by many merchants.

General conditions (of) sale. *See* Conditions (of) sale.

General merchandise. *See* Air transportation and charges.

General order notice. *See* Vessel entry.

General order warehouse. (*See* Warehouse, bonded.) Any warehouse in which general order merchandise is stored must be a bonded warehouse.

General overhead. *See* Overhead, general.

General partnership. *See* Partnership, general.

General sample (for Customs). *See* Sample, general.

General ship. *See* Charter, general ship.

General tariff. *See* Tariff, general.

Geography, commercial. This is the study of geography from a commercial point of view. As foreign trade is naturally transacted in and with foreign countries, it is necessary for the trader to study the geography of the countries with which he is dealing from every point of view, especially from all angles that affect his imports or exports. To be able to get a clear picture and to calculate the cost of collecting goods in a country or of transporting goods from various points to the seaboard for shipment, the inland transportation must be studied and, if possible, rates ascertained, fastest and cheapest route on land, by river and lake, and by air. For export to that country, both in case of f. o. b. destination as well as f. o. b. seaboard deliveries, it is necessary to be able to calculate the cost of delivering the merchandise to its final point of use or distribution. In the former case, the shipper or exporter must be able to calculate the cost of inland transportation after the goods have been landed from the carrier which took them there; again, even if he has no obligation to make the local deliv-

ery, he will want to know what the final costs of his goods will be when the importer receives them at the other end, so that he can study the chances that his goods have in that particular market, on the basis of the final cost, as compared with that of the competition. Inland and port transportation, therefore, should be studied, as well as all other characteristics of the foreign land, with special attention to and study of the particular fields of enterprise or production in which the importer or exporter is interested, such as agriculture, industries, mining, natural raw products, raw materials, by-products, and general distribution of wholesale and retail centers. Not only the opportunities for selling a particular class of merchandise, such as machines and machinery to mines and industries, for example, must be studied, but also the production of such mines and industries, as well as that of all other native raw materials and agricultural and other products, in order to judge not only the possibilities of exports and imports, but also to get a better picture of the native purchasing power, economy, and needs. Commercial geography, while based on physical geography, is, therefore, the study of a country from a purely commercial point of view, which, however, of necessity includes also the physical aspects (such as mountains, rivers, lakes, and climate) from both a production and a transportation point of view. (*See* Market analysis.)

Gesellschaft. German for *company, society.* (*See* Aktiengesellschaft.)

Gesellschaft mit beschraenkter Haftung. Abbrev. *G.m.b.H.*, the German for the British *limited company* or the French *société anonyme.* It designates a company or firm which, itself as well as its owners or partners, is limited to the extent of the total investment or registered capital only, as far as liabilities incurred by the company are concerned. (*See* Corporation.)

Global quota. *See* Quota; Quota, global.

Glut. In a market, an oversupply or overproduction of a material or article.

Godown. In the Far East, this word is used to describe a warehouse or storehouse where goods are stored until they are withdrawn for use. It was originally a Malay word: **godon.**

Gold. This precious metal, which has always been a favorite for the production of articles which are considered precious, such as coins, jewelry, ornaments, and plate, is found in the form of nuggets or grains, and in its pure state is known as 24 carat. This fineness of 24 carats is too soft to be used for coins, so that generally an alloy of 22 parts gold and two parts copper is used for this purpose, while in jewelry there are various degrees of fineness, 9, 15, and 18 carats being the most usual. Gold, in bulk or bars, is used for the settlement of international debts and is in that sense a merchandise like any other, the price of which fluctuates according to the supply and demand, and in various markets (*see* Arbitrage). When bought and shipped, therefore, it must pay packing and freight (generally on a through rate) like any other shipment by land, sea, or air, and must be insured, like other cargoes, against risk of loss in transit. As in the case of many other imports, brokerage is often involved in all gold sales and purchases, and while the gold is in transit, interest is lost, which, therefore, must also be added to the landed cost of bullion (or bars), exported or imported. (*See other* Gold *headings.*)

Gold basis. *See* Gold standard; Gold clause. United States Federal Reserve notes had a 40 per cent gold reserve as their basis.

Gold bloc. This was the name used in 1933 to designate the countries that maintained gold as the basis of their

currency, after Great Britain had suspended it in 1931, followed by the British Empire and certain other countries. In 1933, the gold bloc countries were France, Italy, Belgium, Luxembourg, the Netherlands, and Switzerland.

Gold bullion. Uncoined gold in bars or plate, or in coin received only at its metal value.

Gold bullion point. *See* Gold point.

Gold clause. Issues of United States bonds generally contained this clause, which guaranteed the owners or holders of such securities payment of both capital and interest in gold, but the devaluation of the dollar in 1933 was followed by the Gold Clause decision of the Supreme Court which nullified the clause from a legal point of view.

Gold coverage. The coverage indicates the proportion of the currency circulation of a country and its actual stock of gold owned by the government or the government (central) bank. This ownership extends to all gold values, such as bars, valuta, or devisen (foreign exchange), and also to ownership both at home and abroad. The native currency can thus be exchanged, if this should be necessary and permissible, against a definite quantity of gold, that is, its gold coverage, which serves to protect its parity (particularly in foreign countries and markets). (*See* Gold stock.)

Gold currency. *See* Gold standard.

Gold embargo. The prohibition to export gold. It is employed in order to protect the country's (government's or central bank's) gold stock from being sold or shipped abroad. (*See* Embargo.)

Gold exchange. *See* Gold standard.

Gold exchange standard. *See* Gold standard.

Gold export point. (*See* Gold point.) The point at which the price of foreign exchange is so high, or, in other words, at which the rate of gold itself is so high, that it is just as cheap to settle accounts by the actual exportation of gold as by buying the equivalent in the form of foreign exchange. It is sometimes called *bullion point* or *specie point.* Therefore, when the export point has been reached, the gold, at its actual par mint value, plus transportation and insurance does not cost more than the same amount in foreign exchange.

Gold gain. Generally understood to be the paper gain, that is, the gain on paper as represented by bookkeeping records and figures, which is attained by any country which raises the value of its gold stocks and thereby devaluates its currency. As a greater amount of the currency is needed to cover the country's gold stock than before this increase of the gold value, a higher book value is thus created. (*See* Devaluation.)

Gold import point. (*See* Gold point.) The point at which the price of foreign exchange is so low that it will pay the seller to send his bill abroad and, instead of obtaining exchange for it, import its equivalent in gold.

Gold payment. The payment in the metal itself instead of currency or devisen.

Gold point. The *gold point* is said to be established or reached when the rates of foreign exchange are such that international payments can be made as cheaply by the metal, gold, itself, as by the purchase of international commercial paper (drafts). While generally the acquisition of the draft is cheaper, there may be such a scarcity of drafts in a certain currency that it is too expensive for the trader to purchase a draft for the payment of his foreign debt. In order, therefore, to pay his creditor (the foreign shipper) in the cheapest possible manner, he will be at an advantage if he buys the metal itself, which will be cheaper than the commercial paper even after

PRODUCTION OF GOLD AND SILVER IN THE WORLD SINCE THE DISCOVERY OF AMERICA

[From 1493 to 1885 is from a table of averages for certain periods, compiled by Dr Adolph Soetbeer, for the years since, the production is the annual estimate of the Bureau of the Mint]

Period	Gold				Silver				Percentage of Production			
	Annual Average for Period		Total for Period		Annual Average for Period		Total for Period		By Weight		By Value	
	Fine Ounces	Value	Fine Ounces	Value[1]	Fine Ounces	Commercial Value[2]	Fine Ounces	Commercial Value[2]	Gold	Silver	Gold	Silver
1493–1520...	186,470	$ 3,855,000	5,221,160	$ 107,931,000	1,511,050	$ 2,085,249	42,309,400	$ 58,386,972	11.0	89.0	64 9	35 1
1521–1544 ..	230,194	4,759,000	5,524,656	114,205,000	2,899,930	4,001,903	69,598,320	96,045,682	7.4	92 6	54.3	45 7
1545–1560 ..	273,596	5,656,000	4,377,544	90,492,000	10,017,940	13,824,757	160,287,040	221,196,115	2 7	97 3	29 1	70 9
1561–1580...	219,906	4,546,000	4,398,120	90,917,000	9,628,925	13,287,916	192,578,500	265,758,330	2 2	97 8	25 5	74 5
1581–1600 ..	237,267	4,905,000	4,745,340	98,095,000	13,167,635	18,585,336	269,352,700	371,706,726	1 7	98 3	20 9	79.1
1601–1620 ..	273,918	5,662,000	5,478,360	113 248,000	13,596,235	18,762,804	271,924,700	375,256,086	2 0	98 0	23 2	76 8
1621–1640 ..	266,845	5,516,000	5 336 900	110,324,000	12,654,240	17,462,851	253,084,800	349,257,024	2 1	97 9	24 0	76.0
1641–1660 ..	281,955	5,828,000	5,639,110	116,571,000	11,776,545	16,251,632	235,530,900	325,032.642	2 3	97 7	26 4	73 6
1661–1680 .	297,709	6,154,000	5,954,180	123,084,000	10,834,550	14,951,679	216,691,000	299,033,580	2 7	97 3	29 2	70 8
1681–1700...	346,095	7,154,000	6,921,895	143,088,000	10,992.085	15,169,077	219,841,700	303,381,546	3 1	96 9	32 0	68 0
1701–1720 ..	412,163	8,520,000	8,243,260	170,403,000	11,432,540	15,533,392	228,650,800	310,667,842	3 5	96 5	35 4	64.6
1721–1740 ..	613,422	12,681,000	12,268,440	253,611,000	13,863 080	18,988,261	277,261,600	379,765,214	4 2	95 8	40 0	60 0
1741–1760...	791.211	16,356.000	15,824,230	327,116,000	17,140,612	24,032,852	342,812,235	480,657,035	4 4	95 6	40 5	59 5
1761–1780..	665,066	13,761,000	13.313,315	275,211 000	20,985,591	29,465,868	419 711,820	589,317,366	3 1	96 9	31 8	68 2
1781–1800...	571,948	11.823,000	11,438,970	236,464,000	28,261 779	38,712,985	565,235,580	774,259,697	2 0	98 0	23 4	76 6
1801–1810...	571,563	11,815,000	5,715,627	118.152,000	28.746 922	38.070.986	287,469,225	380,709,861	1 9	98 1	23 7	76 3
1811–1820...	367,957	7,606,000	3,679,568	76,063,000	17 385,755	23,204,768	173,857,555	232,047,679	2 1	97 9	24 7	75 3
1821–1830 ..	457,044	9,448,000	4,570 444	94,479,000	14,807,004	19,373,780	148,070.040	193,737,801	3 0	97 0	32 8	67 2
1831–1840 .	652,291	13,484,000	6,522,913	134.841,000	19,175,867	25,160,656	191,758.675	251,606,557	3 3	96 7	34 9	65 1
1841–1850...	1,760,502	36,393,000	17,605,018	363,928.000	25 090.342	32,755.444	250,903,422	327,554,443	6 6	93.4	52 6	47 4
1851–1855. .	6,410,324	132,513,000	32,051.621	662 566 000	28,488,597	38,191,813	142,442.986	190.959,067	18.4	81.6	77 6	22.4
1856–1860...	6,486,262	134,083,000	32,431.312	670 415,000	29,095,428	39,296 285	145,477,142	196.481,427	18 2	81 8	77 4	22.6
1861–1865...	5,949,582	122.989,000	29,747,913	614,944,000	35,401,972	47,488,205	177.009,862	237,441,028	14 4	85 6	72 2	27.8
1866–1870	6,270,086	129 614,000	31,350.430	648,071,000	43 051,583	57,224,164	215,257,914	286,120,819	12 7	87 3	69 3	30 7
1871–1875. .	5,591,014	115.577,000	27,955.068	577,883,000	63,317 014	81,887,894	316,585.069	409,439,469	8 1	91 9	58 5	41.5
1876–1880...	5,543,110	114,586.000	27.715,550	572,931,000	78.775,602	91,198,514	393,878.009	455.992,571	6 6	93 4	55 6	44 4
1881–1885...	4,794,755	99,116,000	23,973,773	495.582,000	92,003.944	102,161,180	460,019,722	510,805 899	5 0	95.0	49.2	50.8
1886–1890...	5,461,282	112,895,000	27,306,411	564,474,000	108,911,431	106.624,291	544,557,155	533,121,454	4 8	95 2	51 4	48 6
1891–1895...	7,882,565	162,947,000	39.412,823	814,736,000	157,581,331	123,811,652	787,906,656	619,058,259	4 8	95 2	56 8	43 2
1896–1900...	12,446,939	257,301,100	62,234,698	1,286,505,400	165,693,304	102,448,170	828,466,522	512,240,850	7 0	93 0	71 5	28 5

1901–1905	15,606,730	322,619,800	78,033,650	1,613,099 100	167,995 408	95 942,178	839,977,042	479,710,888	8 5	91 5	77 1	22.9
1906			19,471,080	402,503,000			165,054,497	111,723,738	10 5	89 5	78 3	21 7
1907			19,977,260	412,966,600			184,206,984	121,856,604	9 8	90 2	77 2	22.8
1908			21,422,244	442,837,000			203,131,404	108 654,988	9 5	90 5	80 3	19 7
1909			21,965.111	454,059 100			212 149.023	110,351 436	9 4	90 6	80 5	19.5
1910			22,022,180	455,239,100			221,715,673	119,897,184	9 0	91 0	79 2	20.8
1911			22,397,136	462,989,761			226,192,923	121,951.319	9 0	91 0	79 2	20.8
1912			22,605 068	467,288,203			230 904,241	141,936 837	8 9	91 1	76 7	23 3
1913			22,556 347	466,284,303			219 913,423	126,969 915	9 7	90.3	78 6	21 4
1914			21,652,883	447 608 337			172 263,596	95,282,440	11 2	88 8	82 4	17 6
1915			22 846,608	472.283,884			173,000,507	88,337.519	11 7	88 3	84 2	15 8
1916			22,032 542	455.455,670			180,801,919	121,410 297	10 9	89 1	79 0	21 0
1917			20,346,043	420,592,147			186,125,017	156,345 014	9 9	90 1	72 9	27 1
1918			18,588 127	384,251,378			203,159,431	200,000,302	8 4	91 6	65 8	34 2
1919			17,339,679	358,443,791			179,849,940	201,588,402	8 8	91 2	64 0	36 0
1920			16 116 833	333 784,924			173,296,382	176,658,382	8 5	91 5	65 4	34 6
1921			15,997 692	330.702.190			171,285,542	108,074.326	8 5	91 5	75 4	24 6
1922			15,496,859	320.349,102			209,815,448	158,207,142	6 9	93 1	66 9	33 1
1923			17,845,349	368,896 91			246,009,534	172,275 556	6 8	93 2	68 2	31 8
1924			18,619,481	384,899,578			239 484,703	178,310,730	7 2	92 8	68 3	31 7
1925			18,673,178	384,009,921			245,213,993	172 498,235	7 1	92 9	69 0	31 0
1926			19,117,568	395,198,984			253,795 166	159,568,635	7 0	93 0	71 2	28 8
1927			19,058,736	393.979,954			253,931,085	144,947,005	7 0	93 0	73 1	26 9
1928			18,885,849	390,386,574			257,925,154	151,213,780	6 8	93 2	72 1	27 9
1929			19 207 452	397,153 303			260,970,029	139,960,836	6 9	93 1	73 9	26 1
1930			20,903,736	432,118 63			248,708 426	96,309 819	7 8	92 2	81 8	18 2
1931			22 284 290	460 650 527			195 929 987	58 542,265	10 2	89 8	89 0	11 0
1932			24,098 676	498,163,970			164,892,382	46,506 303	12 8	87 2	91 5	8 5
1933			25,400,295	525,070,547			169,159,054	59,200 666	13 1	86 9	89 9	10 1
1934			27,572,374	569,685,090			190,348,156	91,926,942	12 6	87 4	91 2	8 8
1935			29,999 245	1,019,973 5			220 734,221	142,535 205	12 0	88 0	88 0	12 0
1936			32,930 554	1,152,560 390			253 695,856	115,175 382	11 5	88 5	90 9	9 1
1937			35 114,498	1 229 140 430			274 573 873	124,077 392	11 3	88 7	90 8	9 2
1938			37,703 334	1,319,616,690			267 765,434	116,577,034	12 3	87 7	91 9	8 1
1939			40,040,000	1,401 400 000			233 260 902	.	12 9	87 1	93 0	7 0
1940			42,270,000	1 479 450,000			275,387,000	...	13 1	86 9	93 8	6 2
1941			41,060,000	1 437 100 000			261,566,000		13 3	86 7	93 9	6 1
1942			35,400 000	1,239 000 000			247 749,000					
1943			29,300 000	1,025 500,000			217,041,000					
1944			27 079 000	947 150 000			186 200 000					
1945			23,930 000	837,550 000								
1946*												
Total			1 534,144,103	837 474,380 114			18 141 875,444	215,253,954 500	7 5	92 5	68 2	31 8

* Total for 1946 for gold, and for 1945–1946 for silver, omitted owing to incomplete data Gold and silver totals from and including 1939 were furnished to the author by the Bureau of Mines

[1] Valued, prior to 1934, at $20 67+ per fine ounce, 1934 and thereafter, at $35 per fine ounce

[2] Valued, prior to 1701, at $1 38 per fine ounce, which corresponds with a commercial ratio of silver to gold of approximately 15 to 1, the ratio which prevailed for over 100 years subsequent to 1687 . From 1701 to 1840 the value corresponds with the average ratios of silver to gold From 1841 the annual averages per fine ounce in London are used except for the years 1915 to 1921, and 1931 to 1941, when New York prices are used Silver values fluctuated considerably between 1939 and 1944, from 35 cents to 71 cents per ounce, the latter for United States mined silver, so that values for these years have not been figured Figures for 1945 were not available.

adding the costs for transportation, insurance, and brokerage (*see* Gold). For the exporter, therefore, the gold export point (if the exchange rate is so high that it will be more advantageous to have gold itself leave the country) and the gold import point (when the exchange rate is so low that it will be profitable to have gold come into the country) are of importance in connection with his obligations abroad and their settlement (*see* Gold export point; Gold import point; Foreign exchange).

Gold politics. These are the political ways and means that are used to influence the exchange rate of a currency, with the help of gold.

Gold premium. The excess in purchasing power, or, in other words, of foreign exchange value, of gold over paper currency. (*See* Agio.)

Gold price, mint. *See* Mint par of exchange.

Gold reserves. The stocks of gold (bullion, valuta, devisen, at home and abroad) which a government (or a bank) owns and holds, at home and abroad (*see* Gold coverage).

Gold Settlement Fund. A fund, made up by deposits of gold (by the Federal Reserve Banks), used by the Federal Reserve Board for the clearing and collection of checks between the several reserve banks.

Gold specie point. The price of foreign exchange at which gold is shipped. (*See* Gold point.)

Gold standard. This designates that the currency of a country, that is, its standard currency units, whatever their name or denomination, is legally defined at a fixed weight of gold of a specific fineness. The government (or central bank) is at all times ready and willing to exchange these currency units for the legal gold weight and fineness which the units represent, and furthermore is obliged and ready to sell and buy gold at fixed prices. As the value of the currency is determined by a fixed weight and a specific fineness of each of its units, in gold, the value of the currency is brought into a definite proportional relationship to the weight of gold of that specific fineness. In a country which is on a gold standard, the free import and export of gold are unrestricted, and the foreign exchange rate of the country's currency, under such conditions, will not fluctuate much beyond the gold point (*see* Gold point; Gold export point; Gold import point).

The suspension of the gold standard in Great Britain in the fall of 1931 affected practically all the world currencies. In April, 1933, the United States suspended the operations of the gold standard; and when the Presidential proclamation of January 31, 1934, fixed the domestic gold price at 59.06 cents of its old par value, currencies fluctuated constantly in relation to the United States dollar.

A country may maintain its paper money approximately at par without actual redemption in gold within its own borders, by the gold exchange standard. Under this system the money is redeemed in drafts on balances held in some gold-standard country. The difference between the gold exchange standard and the gold standard is not very great. The holder of the paper money can still obtain actual gold (if not in his own, at all events in the foreign, market) in an approximately fixed amount and at a definitely known time.

A country cannot maintain a gold exchange standard if it has a steadily adverse balance of payments (international) or if it is obliged to draw upon its reserve fund for meeting fiscal deficiencies. But while actually operating on the gold exchange standard, a government can regulate the price of its purchases and sales of drafts and thereby control the rela-

tionship of its currency to gold in accordance with its needs or policies.

Gold stock. The gold stock of a nation (of its central bank or treasury) is used to support or strengthen the native currency in foreign markets, that is, its exchange rate. This is very important when a currency is attacked by speculators, in which case the government or its national bank buys its own currency with its gold stock and thereby protects the currency against a downward course. Gold stock also serves in a scarcity of foreign currencies, devisen, or commercial paper (*see* Draft). In countries where the citizens are permitted to hold gold, the gold owned by individuals or commercial and banking houses is also part of the gold stock. (*See* Gold coverage.)

The term *gold stock* also applies to shares held in gold mining companies.

Good money. Money which has certain characteristics and advantages, both from a purely financial as well as a physical point of view, such as value, stability, easy division, multiplication, addition, and subtraction, also qualities of a physical nature such as easy carrying, easy recognition, and lasting material (material not easily deteriorating or destroyed).

Goods. *See* Bill of lading, unification, *heading* (*c*) "Goods."

Goods awaiting shipment. *See* Dock receipt; Insurance, goods awaiting shipment.

Goods by sea, carriage (of). *See* Responsibilities and liabilities, carrier and ship.

Goods, carriage (of). *See* Bill of lading specification.

Goods, clearance of (Customs). *See* Entry (of) goods.

Goods, entry of. *See* Entry (of) goods.

Goods, graded. (*See* Grading (of) goods and materials.) Goods are graded in order to meet market or individual buyers' demands. Grading may be done geographically—embracing whole countries or parts of them—or by size, or by age, or the like.

Goods, improved. *See* Improved goods.

Goods, inspection. *See* Inspection (of) goods.

Goods, manufactured. Goods that have been produced by manufacture.

Goods, present. (*See* Delivery, spot.) Goods which are actually there, actually present, and which can be delivered from ship, warehouse, or dock. Present goods are quoted "ex" (*ex warehouse, ex vessel*) (*see* Ex). Goods present are on the spot, and can be shown, inspected, and weighed.

Goods, retail. *See* Retailer.

Goods, semimanufactured. *See* Semimanufactured goods.

Goods, spot. *See* Goods, present.

Goods, storage (of). *See* Warehouse.

Goods, ungraded. Goods that have not been graded. (*See* Goods, graded.)

Goods, vice (of the). *See* Inherent vice.

Goods, wholesale. *See* Wholesaler.

Goods' withdrawal. *See* Withdrawal (of) goods.

Government departments. *See individual headings:* Agriculture; Commerce; Treasury; State.

Government guarantee. In foreign trade, a government guarantee is principally applicable to a guarantee to certain exporters or for certain types of exports, to compensate them for certain losses in the collection of their claims against foreign buyers. Of course, government guarantees can be of all kinds and may cover every type of transaction, but they are all to be determined individually only, and merely mean that the government has agreed to guarantee something to the party to which the guarantee is given.

Government monopoly. *See* Monopoly *headings.*

Grace, days of. When a draft is due, a certain number of days after the actual due date are accorded to the person who is to pay (the amount which the draft represents) during which to

make final settlement. (*See* Draft, due date.)

Grade basis (contract). *See* Commodity exchange, futures contract.

Graded goods. *See* Goods, graded; Grading (of) goods and materials.

Graded products. *See* Goods, graded; Grading (of) goods and materials.

Graded tariff. *See* Tariff, graded.

Grading (of) goods and materials. The grading or sorting of goods is done for the purpose of unifying or standardizing products as much as possible. Such grading or classification into units according to weight, size, quality, or age is principally done in order to assure by such unification better definition of qualities and, therefore, better definition of prices. Grading goods automatically separates them into different price categories, for the better the grade, the higher the price paid and obtained. A definite grading basis is established for several classes of goods and products, such as, for example, chemicals, minerals (on the basis of ore contents or chemical analysis), grain, lumber, fibers (cotton), oils, or foodstuffs. It is possible for buyers and sellers of graded goods and materials to buy and sell them without inspection or sampling, if they can refer to recognized and established grades. (*See* Goods, graded; Commodity exchange *and commodity headings such as* Coffee, Cocoa, Green coffee.)

Grain. The word *grain*, as used in the Commodity Exchange Act, means and includes wheat, corn, oats, barley, rye, rice, flaxseed, grain sorghums, and soybeans.

Grain charter. (*See* Charter *headings.*) The grain charter applies specifically, as the name implies, to steamers carrying grain, such as wheat, Indian corn, or rye. The charter used for this purpose is also known as the "Baltimore C" form (*see specimen, pages 744–745*). While originally drawn on a sterling basis, because all freights were booked, in the "old days," at so much per quarter of grain (a quarter is 480 pounds), it has been customary in recent years to book freights in dollars at so much per hundred pounds, and to cross out the sterling reference in the charter and insert American currency. This practice led to having a blank space left for the insertion of the rates, but, aside from this, there has been no change in the Baltimore Form C charter.

Grain controller. *See* Controller (of) grain.

Grain exchange. (*See* Commodity exchange; Futures; Margin; Hedging; Grain Futures Act; Commodity Exchange Act; Grain Standards Act.) Grain exchanges are, next to the stock markets, the most highly developed market organizations. At bottom they are founded on wheat, although they handle other things, such as corn, oats, rye, flaxseed, cottonseed, and hay, as well as cured meats. (*See* Grain.) As distinguished from the produce market, the grain exchange is dominated by the broker. This means that the exchange deals largely with contracts for grain rather than with the grain itself. There are two fairly separate parts to every grain exchange. One is called the "spot" market and the other the "futures" market. In the "spot" market, grain is bought and sold by sample in carload lots. (*See* Present; Futures.) Here the middleman is usually a commission merchant or jobber. The grain is actually in existence on board a car or in an elevator. The substance of the "futures" market is the contract. In September one may buy or sell December or May wheat, which means to contract to receive or to deliver the amount bought or sold some time during the month named, the actual time to be set by the seller. Such contracts may change hands often and

may be cancelled without demand for actual delivery. It is for the conduct of business in these futures that all the paraphernalia of the grain exchange is required. This is speculation, and such speculation is carried on according to the rules and regulations adopted by the brokers who are members of the exchange. (*See* Commodity exchange; *also other commodity headings, such as* Green coffee, Spices, Cotton, Cocoa, Tin.) Surplus grain stocks, when handled by the United States Government, are subject to special regulations for export, on the basis of a price-determining method or of a published price, as distinguished from the domestic price (*see* Grain export).

Grain export. To facilitate the exportation of wheat and wheat flour during the war, they were made available to exporters by the Commodity Credit Corporation at competitive world prices, wheat also being made available to flour manufacturers for export. The Corporation announced the prices, or the basis for determining the prices, at which it would sell wheat for export. It then either supplied the wheat for export at these prices, or permitted the exporter to purchase the wheat in the domestic market at the domestic price and then refunded to the exporter the differential between the domestic price and the Corporation's announced export price. Since the end of the war, the Commodity Credit Corporation no longer grants subsidies on wheat or wheat flour nor makes wheat available to exporters. It buys wheat in the domestic market, from domestic producers, and sells it direct to foreign claimants (foreign governments), without subsidy and without loss.

Grain Futures Act. The Grain Futures Act, approved in 1921, is an act for the prevention and removal of obstructions and burdens upon interstate commerce in grain and for regulating transactions on grain future exchanges. (*See* Futures; Future contracts; New York Produce Exchange, Inc.)

The Grain Futures Act was amended, principally in order to prevent and remove obstructions and burdens upon interstate commerce in grains and other commodities by regulating transactions in them on commodity futures exchanges, and also to limit or abolish short selling, to curb manipulations, and for other purposes. Thus the Grain Futures Act, as amended by the Act of June 15, 1936 (49 Stat. 1491), constitutes the Commodity Exchange Act.

Grain Standards Act. The United States Grain Standards Act, approved in 1916, provides in its principal sections as follows:

SEC. 2. That the Secretary of Agriculture is hereby authorized to investigate the handling, grading, and transportation of grain and to fix and establish as soon as may be after the enactment hereof standards of quality and condition for corn (maize), wheat rye, oats, barley, flaxseed, and such other grains as in his judgment the usages of the trade may warrant and permit, and the Secretary of Agriculture shall have power to alter or modify such standards whenever the necessities of the trade may require. In promulgating the standards, or any alteration or modification of such standards, the Secretary shall specify the date or dates when the same shall become effective, and shall give public notice, not less than ninety days in advance of such date or dates, by such means as he deems proper.

SEC. 3. That the standards so fixed and established shall be known as the official grain standards of the United States.

SEC. 4. That whenever standards shall have been fixed and established under this Act for any grain no person thereafter shall ship or deliver for shipment in interstate or foreign commerce any such grain which is sold, offered for sale, or consigned for sale by grade un-

less the grain shall have been inspected and graded by an inspector licensed under this Act and the grade by which it is sold, offered for sale, or consigned for sale be one of the grades fixed therefor in the official grain standards of the United States: *Provided*, That any person may sell, offer for sale, or consign for sale, ship or deliver for shipment in interstate or foreign commerce any such grain by sample or by type, or under any name, description, or designation which is not false or misleading, and which name, description, or designation does not include in whole or in part the terms of any official grain standard of the United States: *Provided further*, That any such grain sold, offered for sale, or consigned for sale by grade may be shipped or delivered for shipment in interstate or foreign commerce without inspection at point of shipment by an inspector licensed under this Act, to or through any place at which an inspector licensed under this Act is located, subject to be inspected by a licensed inspector at the place to which shipped or at some convenient point through which shipped for inspection, which inspection shall be under such rules and regulations as the Secretary of Agriculture shall prescribe, and subject further to the right of appeal from such inspection, as provided in section six of this Act: *And provided further*, That any such grain sold, offered for sale, or consigned for sale by any of the grades fixed therefor in the official grain standards may, upon compliance with the rules and regulations prescribed by the Secretary of Agriculture, be shipped in interstate or foreign commerce without inspection from a place at which there is no inspector licensed under this Act to a place at which there is no such inspector, subject to the right of either party to the transaction to refer any dispute as to the grade of the grain to the Secretary of Agriculture, who may determine the true grade thereof. No person shall in any certificate or in any contract or agreement of sale or agreement to sell by grade, either oral or written, involving, or in any invoice or bill of lading or other shipping document relating to, the shipment or delivery for shipment, in interstate or foreign commerce, of any grain for which standards shall have been fixed and established under this Act, describe, or in any way refer to, any of such grain as being of any grade other than a grade fixed therefor in the official grain standards of the United States.

SEC. 5. That no person, except as permitted in section four, shall represent that any grain shipped or delivered for shipment in interstate or foreign commerce is of a grade fixed in the official grain standards other than as shown by a certificate therefor issued in compliance with this Act; and the Secretary of Agriculture is authorized to cause examinations to be made of any grain for which standards shall have been fixed and established under this Act, and which has been certified to conform to any grade fixed therefor in such official grain standards, or which has been shipped or delivered for shipment in interstate or foreign commerce. Whenever, after opportunity for hearing is given to the owner or shipper of the grain involved, and to the inspector thereof if the same has been inspected, it is determined by the Secretary that any quantity of grain has been incorrectly certified to conform to a specified grade, or has been sold, offered for sale, or consigned for sale under any name, description, or designation which is false or misleading, he may publish his findings.

SEC. 6. That whenever standards shall have been fixed and established under this Act for any grain and any quantity of such grain sold, offered for sale, or consigned for sale, or which has been shipped, or delivered for shipment in interstate or foreign commerce shall have been inspected and a dispute arises as to whether the grade as determined by such inspection of any such grain in fact conforms to the standard of the specified grade, any interested party may, either with or without reinspection, appeal the question to the Secretary of Agriculture, and the Secretary of Agriculture is authorized to

cause such investigation to be made and such tests to be applied as he may deem necessary and to determine the true grade: *Provided*, That any appeal from such inspection and grading to the Secretary of Agriculture shall be taken before the grain leaves the place where the inspection appealed from was made and before the identity of the grain has been lost, under such rules and regulations as the Secretary of Agriculture shall prescribe. Whenever an appeal shall be taken or a dispute referred to the Secretary of Agriculture under this Act, he shall charge and assess, and cause to be collected, a reasonable fee, in amount to be fixed by him, which fee, in case of an appeal, shall be refunded if the appeal is sustained. All such fees, not so refunded, shall be deposited and covered into the Treasury as miscellaneous receipts. The findings of the Secretary of Agriculture as to grade, signed by him or by such officer or officers, agent or agents, of the Department of Agriculture as he may designate, made after the parties in interest have had opportunity to be heard, shall be accepted in the courts of the United States as prima facie evidence of the true grade of the grain determined by him at the time and place specified in the findings.

SEC. 7. The Secretary of Agriculture may issue a license to any person, upon presentation to him of satisfactory evidence that such person is competent, to inspect and grade grain and to certificate the grade thereof for shipment or delivery for shipment in interstate or foreign commerce, under this Act and the rules and regulations prescribed thereunder. No person authorized or employed by any State, county, city, town, board of trade, chamber of commerce, corporation, society, partnership, or association to inspect or grade grain shall certify, or otherwise state or indicate in writing, that any grain for shipment or delivery for shipment in interstate or foreign commerce, which has been inspected or graded by him, or by any person acting under his authority, is of one of the grades of the official grain standards of the United States, unless he holds an unsuspended and unrevoked license issued by the Secretary of Agriculture: *Provided*, That in any State which has, or which may hereafter have a State grain inspection department established by the laws of such State, the Secretary of Agriculture shall issue licenses to the persons duly authorized and employed to inspect and grade grain under the laws of such State. The Secretary of Agriculture may suspend or revoke any license issued by him under this Act whenever, after opportunity for hearing has been given to the licensee, the Secretary shall determine that such licensee is incompetent or has knowingly or carelessly graded grain improperly or by any other standard than is authorized under this Act, or has issued any false certificate of grade, or has accepted any money or other consideration, directly or indirectly, for any neglect or improper performance of duty, or has violated any provision of this Act or of the rules and regulations made hereunder. Pending investigation the Secretary of Agriculture, whenever he deems necessary, may suspend a license temporarily without hearing: *Provided further*, That no person licensed by the Secretary of Agriculture to inspect or grade grain or employed by him in carrying out any of the provisions of this Act shall, during the term of such license or employment, be interested, financially or otherwise, directly or indirectly, in any grain elevator or warehouse, or in the merchandising of grain, nor shall he be in the employment of any person or corporation owning or operating any grain elevator or warehouse.

The Secretary of Agriculture shall require every inspector licensed under this Act to keep complete and correct records of all grain graded and inspected by him and to make reports to the Secretary of Agriculture, in such forms and at such times as he may require, showing the place of inspection, the date of inspection, the name of the elevator or warehouse, if any, to which the grain was delivered or from which it was shipped, the kind of grain, the

quantity of each kind, the grade thereof, and such other information as the Secretary of Agriculture may deem necessary. The Secretary of Agriculture, on each first Tuesday in January and each first Tuesday in July of each year shall make publication of a summary of such facts as are ascertained, showing in as great detail as possible all the facts including a summary as to the amount and grade of grain delivered to the elevator or warehouse and the amount and grade of grain delivered from such elevator or warehouse, and the estimated amount received on sample or type by such elevator or warehouse, and the estimated amount delivered therefrom on sample or type.

SEC. 8. That the Secretary of Agriculture shall, from time to time, make such rules and regulations as he may deem necessary for the efficient execution of the provisions of this Act.

SEC. 9. That any person who shall knowingly violate any of the provisions of sections four or seven of this Act, or any inspector licensed under this Act who shall knowingly inspect or grade improperly any grain which has been shipped or delivered for shipment in interstate or foreign commerce, or shall knowingly give any false certificate of grade, or shall accept money or other consideration, directly or indirectly, for any neglect or improper performance of duty, and any person who shall improperly influence or attempt to improperly influence any such inspector in the performance of his duty, shall be guilty of a misdemeanor, and upon conviction thereof shall be fined not more than $1,000, or be imprisoned not more than one year, or both.

SEC. 10. That every person who forcibly assaults, resists, impedes, or interferes with any officer or employee of the United States Department of Agriculture in the execution of any duties authorized to be performed by this Act or the rules and regulations made hereunder shall, upon conviction thereof, be fined not more than $1,000, or be imprisoned not more than one year, or both.

SEC. 11. That if any clause, sentence, paragraph, or part of this Act shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

SEC. 12. That there is hereby appropriated, out of any money in the Treasury not otherwise appropriated, the sum of $250,000, which shall be available until expended, for the expenses of carrying into effect the provisions of this Act, including such rent and the employment of such persons and means as the Secretary of Agriculture may deem necessary in the city of Washington and elsewhere.

Grain sweepings. *See* Sweepings.

Grand chop. Equivalent to a Customs Clearance Permit in China. (*See* Chop.)

Green coffee. The green, unroasted coffee.

Green Coffee Association. This Association has as its main purpose the uniformity of commercial usage among its members in connection with the various phases of the coffee import and distributing trade in and about New York City. This uniformity has been established, in concert with similar organizations in New York and on the Pacific Coast, in the entire coffee business of the United States. A direct result of the uniformity thus achieved is the standard mild coffee contract, formulated under the Association's leadership, as well as the establishment of "types," or standards of grade of numerous varieties of coffee, which serve as guides in the judging of the grades of shipments and of individual parcels. These types are recognized as standards by the trade throughout the United States, and are referred to for the settlement of disputes if they should arise. To

settle the latter, the Association, living up to its certificate of incorporation, has established machinery for arbitration (*see specimens, pages 757–759*) in order to adjust controversies and misunderstandings among its members, as well as between members and non-members. Rules governing the conduct of arbitration of such commercial differences are patterned on the standard rules of the American Arbitration Association (*see* Arbitration), and adherence to them is required of all persons trading under standard contracts of the Association. The latter, comprising over 90 per cent of the coffee trade of New York in point of volume, are responsible for the importation and distribution of the most important commodity, dollarwise, of all entered in the Port of New York.

The terms and conditions on the back of the Association's mild coffee contract speak for themselves (*see* Commodity exchange; Exchange; *other* Commodity *headings, such as* Cotton, Rubber), and the arbitration application, answer, and award show how they work.

Among the other activities of the Association is the establishing of prices of the spot value of various grades and growths of coffee. These prices are established by a committee of the members known as the "Spot Quotation Committee," and become authoritative historical records both for purposes of statistics and as a basis for the settlement of disputes.

The Association does not engage in the conduct of auctions, nor, indeed, is that method employed for the disposal of supplies in this country. All ordinary commercial transactions in coffee are the subject of private negotiation, with the exception of future sales on the New York Coffee and Sugar Exchange, and even they cannot be described as auctions. On the other hand, the auction method is widely employed in Europe and in producing countries which are under British commercial influence, such as India, Ceylon, Kenya, Uganda, and Tanganyika. The Association's connection with the coffee trade is limited to that of interested observer, guide, and counselor, but it neither buys nor sells the article nor provides any facilities whatever for so doing.

Greenwich time. *See* Time.

Gross. Twelve dozen. The gross *price* means the cost of the goods plus all transportation, freight, insurance, and petty charges, in contrast to the net price, which excludes such charges.

Gross charter. *See* Charter, gross.

Gross invoice price. *See* Invoice price, gross; Gross.

Gross less tare. The gross weight, less the tare (packing). (*See* Tare.)

Gross price. *See* Gross; Invoice price, gross.

Gross profit. *See* Profit, gross; Profit, net.

Gross quotation. *See* Gross; Quotation.

Gross ton. *See* Moorsom system.

Gross tonnage. *See* Tonnage, net; Moorsom system.

Gross weight. *See* Weight, gross.

Gross weight duty. *See* Packing, various duties; Weight, gross.

Guarantee (on) arrival (of) condition. *See* Condition guaranteed (on) arriva'

Guarantee (of) bank. *See* Bank guar antee.

Guarantee (of) government. *See* Gov ernment guarantee.

Guarantee (of) performance. *See* In surance against non-performance Margin.

Guarantee (of) quality. *See* Qualit; guarantee.

Guarantee (of) weight. *See* Weigh guarantee.

Guarantee, weight outturn. *See* Weight outturn, guaranteed.

Guiding provisions. *See* Techniques.

Gunny bags. Bags or sacks woven from

the coarse fibers of the inner bark of jute plants. They are used to pack wool, grain, seeds, salt, coffee, and sugar. Produced exclusively in British India, jute is the cheapest and, next to cotton, the most extensively used commercial fiber. Besides its use as sacking, jute or gunny cloth is used as covering for raw cotton, as a base for linoleum, roofing, and tarpaulins, and also for inferior grades of rope and twine.

*

H

Hague rules. These rules on uniform ocean bills of lading were drafted at an international convention at the Hague in 1921, were modified at subsequent conferences, and adopted in final form at the Fifth International Conference on Maritime Law at Brussels in 1924. The various nations have passed Carriage of Goods by Sea Acts adopting these rules, the United States Act having been passed in 1936.

The general purpose of the rules is the unification or standardization of the principal provisions of ocean bills of lading. The standardization extends to every clause where agreement between the nations has been possible. A "Hague rules" bill of lading consists of the standardized clauses plus such unstandardized clauses as are suited to the trade. (*See* Bill of lading, ocean; Bill of lading, United States law on.)

Hair. *See* Wool.

Handicrafts. The crafts and arts exercised by the natives, in which the work is done by hand; also, the goods produced by handicraft.

Harbor, free. *See* Definitions, foreign trade, American.

Hard money. Coins, in contrast to paper money.

Harter Act. *See* Bill of lading, United States law on; Responsibilities and liabilities, carrier and ship, *heading:* "Harter Act."

Hatch. The covering of an opening (into the lower deck, or hold) on the deck of a vessel.

Hatchway. The opening from one deck to another.

Hauling. If for Customs, hauling must be done by licensed carters (*see* Carter) or lighterage men.

Health certificate. *See* Bill (of) health.

Heavy cargo. Often called a *heavy lift.*

Heavy lift. The synonym for *heavy cargo.*

Hedging. When a merchant or trader wishes to protect himself against fluctuations and consequent possible losses in the price of a material, commodity, or currency (*see* Futures) in which he is dealing or trading, he contracts for the equivalent of his actual present purchase or sale for future delivery. The technique of future dealings, known as *hedging,* thus serves to protect the trader and shifts all responsibility and risk of speculation to those who are willing to take them. An insurance company covering a large risk may hedge against the liability which it may possibly incur in case of loss, by reinsuring a part of its risk with other underwriters. (*See* Margin; Commodity exchange *headings;* Commodity *headings:* Tin, Rubber, Green coffee, Cotton, *and so on;* Futures; Futures contracts.)

Hermano. Spanish for *Brother,* at the end of a firm's name. (Abbrev.: Hno.)

Hermanos. Spanish for *Brothers,* at end of a firm's name. (Abbr.: Hnos.)

Hide futures contract. *See* Commodity exchange, futures contract, hides.

Hides and skins. Some special provisions are made for the entry and release of certain hides and skins (for example, the hides and skins of the Indian water buffalo to be used in the manufacture of rawhide articles) in the United States Customs Regulations (*see* Leather).

Hoisting charge. *See* Charges (for) hoisting.

Hold (of) ship. *See* Ship, hold of.

Holder (of) draft. Owner of the draft.

Holidays. *See* Sunday lading.

Home market. The inland, domestic or, in other words, the home mar-

ket, in contrast to the foreign market. The domestic market.

Home port. *See* Port, home.

Honoring (of) draft. (*See* Draft, honoring.) Equivalent to: *payment of draft.*

Honoring institution. (*See* Draft, honoring.) The bank which pays the draft.

Horizontal. This term, used in commercial language, denotes the effort to increase control of competition by a (horizontal) combination of establishments of similar function or purpose. For example, the grouping of the spinning mills in the textile industry is termed the *horizontal* organization of the industry. (*See* Vertical.)

House, acceptance. *See* Acceptance house.

House, clearing. *See* Clearing house.

House, export. *See* Export house; Commission house.

House, import. *See* Import house; Import commission house.

House, indent. *See* Indent house.

House, issuing. *See* Issuing house.

Hovering vessel. *See* Vessel, hovering.

Hull insurance. *See* Insurance, hull.

Hull measurement. *See* Ton; Tonnage; Ton, register; Tonnage, net.

Hull, ship's. *See* Ship, hull of.

Hundredweight. (Abbrev. *cwt.*) A *hundredweight* may be the 100 pounds of the short ton, or the 112 pounds of the long ton (*see* Ton, short; Ton, long). The type of hundredweight should therefore be clearly stated on all quotations, sales confirmations, and orders (*see* Definitions, foreign trade, American).

Hydrographic Office. The object of the Hydrographic Office is to place within reach of mariners and aviators such useful information as cannot be collected profitably by any private individual, but which the Government can readily gather, without additional cost, through agencies already established.

Hypothecation. *See* Letter of hypothecation.

I

Illegal entry. *See* Contraband; Contrary to law.

Illiquid funds. *See* Funds, illiquid.

Immediate. *See* Time (of) shipment.

Immediate transportation entry. *See* Customs entry, *heading:* "Immediate transportation without appraisement entry."

Immediately. *See* Letter of credit, *heading:* "Interpretation of terms."

Immunities, carrier's. *See* Responsibilities and liabilities, carrier and ship, *heading:* "Rights and immunities."

Immunities, ship's. *See* Responsibilities and liabilities, carrier and ship, *heading:* "Rights and immunities."

Import. From the Latin *portare*, "to bring," *import* means "to bring in," and, therefore, the goods which are brought into a country, in contrast to *export* ("to take out, send out"). When the word is used in connection with Customs duties and tariffs, it signifies the merchandise that has been entered and released into a country (*see* Entry (of) goods); but an article is *imported* into a country only when it has cleared the Customs. The arrival of goods does not necessarily mean that they are or will be imported, for they may be held in bond or a free zone and afterwards re-exported. Therefore, not the mere arrival of goods or their discharge from a vessel constitutes an importation, but clearance of Customs. Since foreign trade is a two-way street (quite apart from the necessity of importing such materials, products, and goods which a country needs in order to complement its own production and requirements), it is necessary to import *from* countries if it is intended to export *to* them. For, without the opportunity of earning the necessary foreign exchange by goods or services, imports cannot be financed by countries which do not balance them with export revenues. (*See* Imports; Staples.)

The reasons for import may include any or all of the following:

Lack of domestic supply.

Inadequate domestic supply.

Possibility of higher-grade materials from foreign sources. (*See* Grading of goods and materials.)

Economies in purchase of foreign materials.

Imports to by-pass a domestic monopoly.

Import to enhance quality or specialty prestige—for example, by adding upper-grade specialties to a line.

Import of foreign processes, techniques, or patents; or import of materials to obtain use of foreign techniques. (*See* Patents.)

Import to facilitate export. A manufacturer who not only sells but also buys in the foreign market will often find that the facilities set up for one operation may materially aid in the other. Furthermore, the fact that he is a purchaser as well as a seller in any given country may gain reciprocal advantages for him in the same market abroad. For example, the seller, becoming thus a creditor of his foreign customer, can use the foreign funds so due him or at his disposal for the purchase of the country's own products or goods, for export. This use of native funds, eliminating foreign exchange, will not only often mean considerable saving, but will also be of immense value in the case of countries which have currency-control restrictions. (*See* Exchange restrictions.)

Consumer demand for an imported article, either existing or created by

advertising. The advertising may be done by the importer or by the foreign producer.

Readily obtainable statistical data (from the Consul of the country from which import is contemplated or from the Department of Commerce) will aid in the determination of what countries produce the desired commodity or article. Such necessary data can be secured as quantities available, quality, deliveries, and total laid-down cost (including overland and ocean or air transportation, packing, insurance, other costs entering into import operations, duties, and so forth). For several types of foreign products, such as wheat, tea, cotton, and so on, established standards are available (*see* Standards). Even commodities subject to seasonal fluctuations in grade, such as wool, or individual differences in each item, as in hides, are describable in standard grading terms. The various produce exchanges also have very definite rules as to grades and qualities (*see* New York Produce Exchange).

Heavy machinery and similar items are purchased subject to specification abroad, just as they are for domestic purposes. Stock models of such items are often produced to metric standards of dimensions, volume, threading, and so on. Special orders, of course, may be specified in American measurement terms. Special groups of articles often cannot be specified as to style and workmanship. Such commodities are therefore customarily bought on samples (*see* Import, as per sample).

Imports can be handled directly or indirectly.

(*See* Agreements, reciprocal trade: *chapter headed* "Foreign trade is two-way"; Import, Importer, Importing, Imports *headings.*)

Most of the American import trade is transacted through import merchants, agents, and brokers. For practical purposes, these may be divided into two groups—(1) those who import for their own account, and (2) those who import for the account of others.

The majority of American import houses and agents are located in our large seaports, because of their ideal position as national centers of (1) marketing, (2) transportation, (3) customs, and (4) finance, each of which plays an important part in the organization and operations of an import house. (*See* Import; Importer; Importing; Imports *headings.*)

Import accounting. *See* Accounting, foreign trade.

Import admission, temporary. *See* Admission, temporary.

Import agent abroad. In importing, more, perhaps, than in exporting, the foreign agent is necessary, because the import is generally the result of a manufacturer's or an importer's need for raw materials or products, which may or may not be seasonal or regular, and which change according to the individual's or the industry's special and often only temporary requirements. While, of course, a great number of imports are shipped by regular suppliers and are of quite a regular nature, raw materials generally are not sold but bought, that is, the intending importer goes out into the foreign market seeking what he wishes to purchase. The United States exporter has at all times only one aim and desire: to sell what he produces or represents, whereas the foreign producer of import materials (from the United States point of view, where the great bulk of imports are raw and not manufactured items) does little to contact the United States consumer. Therefore, the role of a foreign agent, whether an individual or a business house, which makes it its special business to deal in such raw

materials or products, is of great importance, for such an agent seeks both producer and product for the purpose of export. (*See* Importer; Importing; Imports.)

Import, as per sample. (*See* Sample order; Sample, order as per.) Many items cannot be properly described as to material, workmanship, technical or commercial features, color, and so on. These are bought on the basis of samples. The sample may be sent by the foreign seller to the importer, or the latter may send a sample abroad for duplication. Such samples are often permitted to enter a country of supply duty free or at a reduced rate of duty; mostly, they can be reimported free of duty into the country from which they were originally sent (*see* Drawback).

Import auction. *See* Auction, import.

Import broker. The broker whose business it is to bring two parties together through specialized knowledge of markets and sources for the purpose of including a transaction (in buying and selling) is paid a commission or fee (brokerage) for his services and efforts. Naturally, where actual sales or purchases of imports are directly arranged, there is no need for the broker; but as the raw materials which are imported into the United States generally seek their buyers only after they have been received here (through exchanges, auctions, consignments), the broker plays a very important role in the import business and in import markets, in most of which (*see* Commodity Exchange, Inc.; Spice contracts) he has a very responsible and recognized position and standing.

An import broker in the United States is one who buys foreign goods, not for his own account, but for the account of another. He never takes title to the goods. His function is merely to bring buyer and seller together and negotiate the contract of sale. He may act either as agent for the buyer or as agent for the seller. For this service he receives a stipulated fee, payable by the party engaging him. After such sale is consummated, the domestic buyer imports goods or commodities (or accepts present goods or commodities) in his own name and arranges for payment directly with the foreign seller. The broker receives a stipulated fee from the party engaging him, which may be the foreign exporter or the domestic importer.

The services of the import broker are particularly important when a high degree of technical knowledge is required or when the commodities are collected from a wide range of sources and are consequently of varying grades.

Import brokers are often specialists who, through long experience with markets and trade technicalities, are able to buy and sell to better advantage than could the general import merchant. Practical experience only will guide importers in judging when the expert knowledge of the broker is wisely purchased at the cost of the brokerage fee.

The import broker's function is especially important when a high degree of technical knowledge of the commodity is required; when the commodities are collected from a wide range of sources; and when the buyer and seller are widely separated. By keeping in touch with many markets, and with many importers and consumers at home and exporters abroad, the broker is able to render a real service to the buyer by enabling him to locate the exact quality of material needed and the source that can supply it. He differs from the commission merchant in that he is not associated with the physical movement of the goods or the clearing of goods through Customs.

The import broker's service is particularly indispensable for commodities of special grades that are produced in many countries and by many individual producers.

Import brokers never take title but may take goods on consignment. This is true to a large extent in the importation of perishable food products which must be offered on the produce markets for immediate sale.

It is in the importation of staple goods that the import broker assumes an important place. This naturally follows from the very nature of the goods themselves, and is especially true with reference to foodstuffs. Most staples are subject to quite definite grading and standardization, so that it is not necessary for the purchaser to see the product in order to know what he is buying.

In many instances, the import broker is really not an importer in the final analysis, but is merely so called because he is handling imported goods. Thus, the broker may represent the import merchant and have as his customers other import merchants, manufacturers, wholesalers or jobbers, department and chain stores, and others. From this type of import broker who is not actually an importer, and who does not handle the goods or assume any financial responsibility, variations of the import broker's functions run the entire gamut of import activities up to a point where he actually imports the goods and maintains stocks. Here he assumes the functions of the import merchant, although he may combine them with his brokerage activities. He may even maintain branch houses in the producing countries, in some instances, so that he can keep in close touch with the producing market. Moreover, as raw products are not generally graded, standardized, or unified, and in some cases even actual control over qualities and quantities shipped is lacking, the importer into the United States is at a disadvantage if he has no agent either on the other side or in this country to whom he may look not only for the merchandise but also for the proper qualities and quantities. Such agents either buy for their own account, and then resell to the actual consumer at a pre-agreed addition to their actual cost prices or at their own prices, or receive a commission from the producer or the purchaser.

Perhaps the larger and more highly organized brokers will contact all sources, but many brokers confine their major activities to contacts in one market. In many cases, brokers act as exclusive agents for foreign exporters, engaging to sell the entire output of the merchant. Under such an arrangement, the commission on any sales made directly by the merchant is included in the broker's commission. Such an arrangement is advantageous provided the merchant handles a more or less standard line of merchandise, and provided the broker has a steady market for this product. Often brokers have exclusive agencies in each of several important markets of a particular commodity. For example, a brokerage company handling wool may be exclusive agents for one merchant in each of the primary markets of Australia, Argentina, Uruguay, South Africa, London, and New Zealand. Because of the difficulty of enforcing legal contracts in foreign countries, exclusive agency agreements are usually gentlemen's agreements, and in many cases are mutually exclusive; that is, the brokerage firm agrees to fill orders for New Zealand wool from the New Zealand merchant with whom it has the exclusive agency agreement, and the New Zealand firm in turn agrees to market all wool in the United States only through the brokerage house with which it has the

exclusive agency agreement. (*See* Importer; Importing; Imports.)

A broker who is an exclusive agent cannot purchase at the lowest quotation from other sources and would be limited to one merchant's stock. While exclusive brokers may not compete in the market, other brokers must compete with each other in order to obtain desirable lots of merchandise.

Brokers with exclusive agencies often obtain bargains that other brokers could not get. The agency arrangement is built up because of previous satisfactory relations between broker and client, and confidence between the two naturally develops to a great extent.

The principals and customers of the import broker are as numerous as are the different types of business houses interested in the imported commodity. He may perform a selling service for the foreign producer or exporter or, as a sales agent in this country, may find the import merchant as his customer. He is especially useful in trade concerned with bulk products that may differ in grade according to country of origin. (*See other* Import *headings*; Broker, foreign.)

Import broker (auction). *See* Auction; Staples.

Import buyer. *See* Purchasing Agent; Import.

Import center. An import center must be unexcelled in transportation facilities. An importer located near the head offices of transportation companies can personally look after the many traffic details connected with the handling of his merchandise and in this way reduce or eliminate freight-forwarding costs for brokerage services performed by agents in his interest. The same can be said of Customs matters. The governmental headquarters for the Board of General Appraisers and the Court of Customs Appeals is in New York City, so an importer located there is in an advantageous position to secure prompt adjustments of Customs difficulties. New York is the financial center of the country, and the large banking houses there are equipped to handle all the details of foreign credits and payments. The possibility of securing credit and capital sufficient to carry on a promising foreign-trade venture is much more certain in such a center, and this in itself has attracted the offices of many import houses.

While New York is the largest importing center, all of the ports of entry, such as Seattle, San Francisco, New Orleans, Baltimore, Philadelphia, Boston, and cities on the Canadian and Mexican borders are important, especially for those firms specializing in the produce of a particular country or continent. Some interior cities, such as Chicago and St. Louis, are importing centers for certain products. Importers are also located at points where raw products are used in manufacturing, as, rubber at Akron, Ohio, silk at South Manchester, Conn., and copper ore at Tacoma, Wash.

Import certificate. *See* Drawback; Import license.

Import commission agent. *See* Import commission house.

Import commission house. (*See* Import house.) The import commission house, normally selling f. o. b. vessel (*see* Definitions, foreign trade, American), acts for shippers abroad and sells their exports in the country in which the commission house resides (or in country of shipment), on a commission basis. If the commission house is in the country to which goods are shipped, it may either receive consignments for its principals, sell and account for them, after deducting its agreed commission, or it may act as sales agent for the exporter and have the latter bill and ship direct to its

(the commission house's) customers. Again, it may only order for importation goods which have been sold, have the goods billed by the exporter to itself (the commission house), deliver and bill them to the customer, collect and remit the proceeds less its commission (and expenses, as in all cases) to the shipper.

Import control. (*See* Import license.) In most foreign countries, the national legislatures have empowered the administrative branch of the government to change tariff rates and to restrict or prohibit imports under stated conditions and within limits prescribed more or less definitely in the different laws. (*See also* Wartime control.) As regards restrictions or limitations upon executive action, these delegations of power differ widely in scope in the different countries, ranging all the way from virtually unlimited discretion to action within definite limits set by law. (*See* Import restrictions.) In some cases the power is given for special purposes named in the law, such as for antidumping duties and countervailing duties, for action in discrimination against the national commerce, or for negotiation of commercial treaties, and sometimes the authority is conferred without mention of any particular purpose. (*See* Restraint (of) trade; Import control.)

In countries where nontariff trade controls exist, authority to impose and alter them is almost universally granted to the Executive. Such controls over imports, when employed in a given country, are usually more restrictive than its tariff rates. The more important nontariff controls on imports are prohibitions, the requirement of permits, foreign-exchange control, quotas, monopolies, and milling or mixing regulations. In many cases, these controls are used to regulate trade balances, or for retaliatory purposes, or to direct the channels of imports so as to promote the conclusion and subsequent enforcement of reciprocal trade agreements sometimes preferential in character. In order to facilitate trade with countries exercising such controls on a considerable scale, other countries pursuing more orthodox trade policies have at times found it necessary to depart from their general practice and to apply similar controls against such countries or to conclude clearing, payment, compensation, purchase, or barter agreements with them. (*See* Import duties.)

The most general type of trade restriction or control is the import duty or tariff. Until recently, this was the only means of controlling imports on any broad scale in a large number of countries. Often the effect of import duties in controlling imports is in many countries largely nullified by the imposition of more drastic measures, such as exchange controls or quotas, but, even in such cases, the amount of the duties must be taken into account for such goods as may be able to overcome the other trade barriers. (*See* Quota, import.)

Import credit house. (*See* Export-import credit companies; Factor, foreign.) The import credit house finances for account of others the import of merchandise, usually by opening (through banks) import letters of credit. The credit house then carries the account until the imported goods or commodities are liquidated by sale to the importer's customers and delivered to as well as paid for by them.

Import department. The department of a manufacturer, an import and export firm, or any business which handles imports.

Import, direct. Direct importing is the importation of goods by the manufacturer or other consumer of foreign goods, or by the retail distributor, di-

rectly from the foreign seller without using the services of merchandising middlemen in the importing country. The most direct method is the purchase of goods from the foreign producer by the importer. However, the buyer may purchase from exporters and large middlemen at the exporting ports, through brokers and agents in the foreign country, or by sending out buyers to make purchases for him. Such an importer is considered as doing a *direct* importing business.

An outstanding method of direct importing from the producer is used where the importer owns, controls, and has full authority over the foreign source of supply. Several large importers of raw materials in the United States have established such a relationship. (*See* Import, indirect.)

Import draft. *See* Letter of credit, import; Draft, straight (import.)

Import duties. With the exception of goods that do not require the payment of duties (*see* Free list), all goods that enter a country have to pay the legally fixed duties before they are released by the Customs. (*See* Duty *headings.*)

Import factor. *See* Import broker.

Import finance. *See* Export-import credit companies; Factors, foreign.

Import gold point. *See* Gold import point; Gold point.

Import house. The term "import commission house" is often applied to an American organization doing an import merchant business although only small amounts of goods are imported on commission—that is, for a commission paid by the purchaser. (*See* Commission; Import commission house; Importer.) Although an import commission house does not ordinarily buy on a commission basis, it may frequently sell on commission for the foreign producer or exporter. This has been developed from the practice of consignment in the import trade. The foreign seller of goods for which a ready market is available in the United States may consign the goods to an import merchant with directions to sell at market prices or at certain stipulated prices as a broker.

The import house, which may be a commission house or a merchant (*see* Import merchant) may either specialize in certain goods and commodities, or in certain countries; it may also import raw, semimanufactured, or manufactured articles, or all of them, just as its imports may come from all parts of the world. The import house, whether on commission or for its own account (merchant), is a very important factor to the trade of all countries. To the United States the importer here means a great deal to all those who have a need for the merchandise that he brings into the country, while in foreign countries the import houses established in a particular country, whether on commission or for their own account, often account for a great amount of our own export sales to that country. As they know their own markets intimately, generally have their own sales staffs, warehouses, and other facilities for both sale and distribution, for delivery, and for the carrying of local credits, they are an important link in our export chain.

Import, improved. *See* Improved goods.

Import, indirect. (*See* Import merchant; Indent house; Import commission house; Import broker; Agent, resident; Factor; Import, direct.) Many manufacturers and distributors as well as merchants cover their needs of imported products by buying their goods indirectly, in their *own* country, from a domestic seller. This means that they purchase these import items laid down in the country of their own residence and that they can pay in their own currency; they thus eliminate all details of the purchase abroad,

its financing, and its transportation. The seller takes care of all the details of the operation, gives his expert services, and delivers the goods in the land of purchase. In this manner, the indirect import becomes a domestic transaction, so that in most cases usual credit terms (from ten to thirty days) are accorded by the importer to the customer. This credit feature in addition to payment in the buyer's currency adds to the advantage of acquiring needed or desired import products in the domestic market. Many manufacturers and retailers depend on experienced middlemen and thus avoid many of the complexities of buying direct. These middlemen include import merchants, the indent house, import commission house, resident agent, wholesaler or jobber, and broker or factor.

Import, invisible. *See* Export, invisible.

Import invoice. *See* Invoice, import.

Import letter of credit. *See* Letter of credit, import.

Import license. (*See* License, import; License tax.) The (import) license is the certificate which permits the import of a product or material into a country where licenses are necessary. They vary for different products, in different countries, and their issue depends on the needs or requirements of a government that wishes either to restrict or to control and thereby limit the importation of any given article. (*See also* License, import; Quota, import; Restraint (of) trade.)

Import (by) mail. (*See* Postal services.) Goods imported by mail must also be entered and duty on them must be paid, if they are dutiable. In the United States, the joint regulations of the Secretary of the Treasury (as head of the Customs Service) and the Postmaster General (as head of the Post Office) govern the revenue treatment of mail matter from foreign countries as it relates to Customs procedure. This is described in detail in the *Customs Manual* as well as in part of th Customs Regulations. Foreign coun tries have instructions similar to ou own regulations for parcel post (*se specimen, pages 896–898; see* Invoice consular).

Import manager. The man at the hea of the import department, the ma who is in charge of and responsible fo all imports.

Import merchant. (*See* Import, Im porter, Importing, *and* Imports *head ings.*) The import merchant buys fo his own account, makes his own prices and delivers and bills direct, in con trast to the commission house (o agent), or broker. (*See* Staples.)

There are several classifications o American import merchants. The may carry on a general import busi ness, bringing in all types of product from all over the world, or specializ in certain products or groups of re lated products. (*See also* Agent, for eign (resident abroad).)

When the American import mer chant buys for his own account, h performs the same functions as th usual domestic wholesaler or jobber He assumes the whole merchandising risk. In this way he gives a valuabl service by carrying goods in stock thus facilitating inspection of th goods by the purchaser and immedi ate deliveries. In giving this whole sale service, he undertakes risks whic the domestic wholesaler is not force to assume, such as risks connecte with exchange fluctuations, and tarif changes and risks growing out of th longer intervals involved between pur chase and resale of goods importe from distant centers. For these risk and services he will demand com mensurate prices. The import mer chant may also sort, grade, clean, mix or otherwise process the commoditie or goods he brings into the country before selling them. He is alsc

thoroughly familiar with foreign market conditions as well as domestic demands.

An American import merchant may also act as the exclusive selling agent of a foreign manufacturer or supplier, having an exclusive selling territory for either part or all of the United States. Frequently the import merchant acting as agent may have a financial interest in the foreign producer firm, or the foreign producer may have an interest in the importer's business. There are, generally speaking, two types of import merchants: the one who does a general import business, bringing in all kinds of products from all over the world; and the specialized merchant, importing only certain products or groups of related products, of which he usually has a high degree of commercial and technical knowledge, whether he deals in raw staples or manufactured goods. (*See* Import *headings.*)

Import order. The order, when given to the foreign exporter, shipper, or his agent, when accepted becomes a legally binding contract.

Import packing. *See* Packing *headings.*

Import permit, plants. *See* Plant or plant product imports. (*See specimens, pages 827 and 904.*)

Import, quarantine. *See* Plant quarantine.

Import quota. *See* Quota; Quota, import.

Import restrictions. (*See* Import control.) These are restrictions issued by a government in order to control or diminish part or all of the imports of a certain article, or of all imports from one or more or all countries. They are generally necessary in case of a lack of foreign exchange (*see* Exchange control; Exchange restrictions), or of overproduction, or of protection of local production or stocks. (*See* Restraint (of) trade; Country (of) origin.)

Import rider. *See* Insurance rider.

Import sales. *See* Sales, import.

Import (of) tea. *See* Tea imports.

Import weight. *See* Weight, import.

Import wholesaler. The wholesaler or jobber is one of the chief means of distributing imported goods. Large wholesalers who import goods in large quantities directly usually maintain an import department, and contacts with foreign sellers are made through this department. National wholesalers carrying a complete assortment of goods often handle both domestic and foreign merchandise. Articles having a wide consumer appeal, such as proprietary medicines, toilet articles, unique hardware products, and other packaged goods are best handled through wholesalers. Marketing of articles that have a wide consumer appeal through wholesalers or jobbers is desirable because the wholesaler is farther down the line of distribution and has more connections with the ultimate consumer. Some foreign sellers have gone even further than the wholesaler, and market their goods directly to the retailer. This is rarely practical, but the seller will sometimes do this in an effort to introduce a new commodity or a commodity that requires special selling effort.

In brief, the sale of imported goods through wholesalers or jobbers offers the same problems as domestic goods. The wholesaler is just as important a channel of distribution for foreign as he is for domestic goods. Contact between the foreign seller and the domestic wholesaler is effectively made through the sales agent of the foreign seller.

Importation. *See* Import.

Importation certificate. *See* Drawback; Import license.

Importation date. *See* Date (of) importation.

Importer. The person or firm who

brings goods into the country. (*See* Importing.) Comparatively few firms do a really general import merchandise business; of these, the majority are also commission houses and do an export merchant and commission business as well as an import business. There is a tendency, however, toward greater specialization in importing. In the case of large general importers, particular attention is being given more and more to the importation of certain products, and the firm's organization and reputation are largely dependent upon these specialties.

The importer must analyze his market just as carefully as does the exporter. He must first learn where the commodity to be imported can be obtained. Then he must have a statistical picture of the total volume produced and exported by various countries, and the amount that is sold in the United States.

Next he must know the extent or capacity of his source of supply. In other words, he must be certain of a sufficiency of the material or article to make its importation worth while.

A thorough market analysis of a foreign product must also include information on prices and the prevailing sales terms in each source country, laid-down costs in the United States, and shipping facilities. And for comparative purposes, an intimate knowledge of the quality and performance of the product in question is essential.

Furthermore, the importer must study the domestic situation to judge intelligently the chances of creating a demand in this country for the foreign commodity.

The Bureau of Foreign and Domestic Commerce or any of its field offices possesses the basic facts and much pertinent information on which the American businessman can conduct his preliminary analysis of an import market.

Those import merchants who do a strictly specialty business do not attempt exporting, as a general rule. They may handle both imported and domestic products, or they may confine themselves entirely to importing. Sorting, grading, cleaning, mixing, and blending may also be functions of specialized importers, and for this reason the latter may be, to a greater or less extent, also manufacturers. This type of importer also has an extensive selling organization to promote the sale of his products to retailers, wholesalers, and manufacturers in his own country. (*See* Import, Importer, Importing, *and* Imports *headings*.)

Specialized importing is applicable to both raw staples and manufactured goods. (*See* Imports.) The highest degree of technical knowledge is often required in the purchase of imported goods, and this not only concerns a knowledge of the product, even though it may be highly standardized, but also an expert acquaintance with foreign market conditions, an understanding of domestic demands, and ability in taking advantage of market conditions.

Importer, foreign. A foreign importer (a firm or individual located in the market country) usually buys and sells on his own account. His customers are wholesalers and retailers who stock goods and with whose financial standing he (being on the ground) is thoroughly familiar. Owning the goods, he can fix his resale price and often sells at what the market will bear rather than at prices indicated by the United States manufacturer or exporter. He instructs that the drafts be drawn on him rather than on his customers, and, when he pays them, the goods become his property and he can therefore sell them for what he pleases. Importers sometimes enter into agreements with manufacturers in the United States to

sell at fixed resale prices in return for sole agency arrangements or advertising allowances, but whenever such agreements are made, the importer functions more nearly as a manufacturer's agent, although he may still assume the financial risk.

The foreign importer who is a wholesaler or jobber to whom importing is incidental is a merchant who buys and sells for his own account, usually stocking merchandise against retail demand. (*See* Jobber; Import wholesaler; Wholesaler.)

Importers, American, National Council (of). *See* National Council of American Importers.

Importer's cartage. *See* Cartage.

Importers' Index. The *Importers' Index,* maintained in the Office of International Trade Operations of the Department of Commerce, comprises a file of firms, established in the United States, which are engaged in import trade and have voluntarily registered with the Department. The registration is incident to obtainment of various services from the Department; it also assists the Department's specialists in rendering more intelligent service. Among its several uses, the *Index* is a basis for a mailing list maintained by the Department for the dissemination of certain information, including import inquiries or opportunities. Information submitted in the registration process is held in strict confidence for use within the Government. The Office does not compile lists of American importers or of any other American business firms. That field is covered by private commercial sources. (*See* Commerce Department.)

Importers' List. The Department of Commerce has a classified list of American importers which is used for the purpose of distributing information directly to them. Whenever appropriate, inquirers are also referred to other sources, such as foreign diplomatic and consular officers and foreign chambers of commerce in this country, American chambers of commerce abroad, or other agencies that are particularly interested in the United States as a market for products of other countries.

Importer's protest. *See* Protest, importer's (Customs); Reappraisement.

Importer's warehouse. *See* Warehouse, bonded.

Importing. The United States importer may have his own offices abroad and himself buy for his own account whatever he wishes to send to his own country. He may have an arrangement with a firm or agents who export regularly what he wishes to import and represent them for the resale of their shipments either for his own account (in which case he pays for the goods shipped and resells and bills them at his own prices) or on a consignment basis (in which case the goods are consigned to him and he sells them and accounts—after deducting his agreed commission—to the shippers). The United States importer also may buy through an agent (*see* Import agent) or a broker. In some cases, the United States importer may make use of the services of a factor, who will import the merchandise, allow the shipper to draw for part of his consignment without having to wait for the sale of and accounting for all of it (*see* Factors, foreign), and in addition may even give credit to the importer who takes the merchandise until he in turn has converted it into money and can conveniently pay the factor. Importing of materials is also made possible indirectly through the exchanges, where imported goods are sold by the importers to the consumers (*see* Auction). (*See* Import, Importer, Importing, Imports *headings.*)

The financing of importing trans-

actions can be done in many ways: through banks, factors, or forwarders, depending on the terms agreed upon between shipper and importer and the nature as well as the mode of shipment (consignment, after inspection, or the like). After the goods have been bought and arrangements have been made for financing the shipment, the final act of importing, just as of exporting, is the actual shipment of the goods, their clearance through the Customs, and their eventual release. (*See* Import, direct.)

Importing wholesaler or jobber. A domestic wholesaler or jobber sometimes deals in imports in a limited way. The volume of his import purchases depends on the demands of his retail customers and the type of such outlets.

Ordinarily the wholesaler or jobber serves small independent retailers who require credit extension and a ready source of supply of imported merchandise. Therefore, he usually imports nonperishable items which may be stocked in quantity without fear of style changes or violent price fluctuations.

The wholesaler usually buys through import merchants, brokers, and resident agents. In exceptional cases, however, he may have his own importing department and established purchasing agents abroad, or he may send out traveling buyers.

Imports. (*See* Import, Importer, *and* Importing *headings.*) There are two distinct types of products imported into the United States, which require two distinct methods of importing. *Staple* products, including foodstuffs and raw materials for industry, are bought either on standard specifications through brokers, or by sample. They consist of goods either in constant demand, such as raw silk, tin, and rubber, whose import demand is rather inelastic and arises and remains constant by reason of inadequate domestic supply, or those for which demand is elastic and fluctuates because of price changes and temporary diversion to substitutes. The latter group includes sugar, wool, hides, tea, cocoa, and coffee. *Specialties,* on the other hand, consist of the things imported from abroad that are sought on the basis of novelty, style, price, or quality. These specialty goods cannot be bought on standard specifications, but must be selected either by sample or by buyers sent abroad. As their styles change frequently, they must be stocked more often and with greater care. Their purchase abroad is handled in a manner entirely different from that for the staple products enumerated above. Toys, gift-shop novelties, drawn work and linens, dress and millinery models, and similar products come within this category.

Raw materials in constant demand. Many American industries, depending to a large extent on imported raw materials, are constantly searching out new sources of supply and adopting new methods of procuring the materials they need. One large rubber company has its own plantations in Sumatra, and ships rubber in the form of latex rather than in the form of smoked sheets, because it finds that in this form the raw material is of greater value in making rubberized cloth. Another rubber company is developing new plantations in Liberia, while a prominent motorcar manufacturer has obtained a large concession for plantation rubber growing in the Amazon Valley. Such developments can be undertaken only with capital expenditures designed to cover long-time operations and because the demand for the product is constant.

Control through ownership of foreign raw-material sources. One of our large steel companies owns huge iron re-

sources in Chile, from which it ships iron ore to its steel mills on the Atlantic seaboard. Other American industries control nickel and bauxite supplies in Canada, manganese deposits in Brazil, tin concessions in British Malaya and Bolivia, and oil wells in Colombia, Venezuela, and Mexico. These industries control these sources of supply because they wish to be assured of a continuous flow of raw materials. Ownership of foreign sources is also a factor in other imported products. Most of the bananas brought into the United States are grown on American-owned plantations abroad.

Control through purchase. Other American industries purchase such large proportions of the total production of a given commodity in a single market abroad that they virtually dominate the market. This is true of henequen or sisal, rubber, and antimony. While these products are not dominated by any single American industry, they are so largely dependent upon American purchases as a whole as to be susceptible to effective control.

Long-term purchase contracts. Many staple materials are bought from abroad on long-term contracts in which prices are fixed at the foreign or domestic market price at the time of shipment or arrival. This is sometimes necessary to insure continuous supply, especially of those raw materials (such as certain types of rare metals) of which there is a limited supply.

(*See* Raw materials; Staples; Food imports certificate; *and all* Commodity *headings.*)

Imports (in) bond. Goods when imported in bond are entered on a warehouse entry and are appraised when the warehouse entry is granted (*see* Entry). The weight and value are determined at the time such entry is granted, as the basis for the duty which is to be paid, and the duty so determined is the basis of payment (that is, when goods are taken out of bond). As weight and value were the basis of the duty when goods entered the warehouse, the original appraisal of duty is not affected in any way when goods are taken out of the warehouse and enter the commerce of the country, even though in the meantime the merchandise may have been affected by shrinkage or loss or increase of weight. The importer must deposit a bond until duty is actually paid, when the goods are taken into the Customs district, or until goods are released for re-exportation. Meantime the warehouse receipt enables the importer to raise a loan, if he needs one, to pay for the goods and/or duties due for their release. (*See* Warehouse, bonded; Insurance, duty).

Imports, date of. *See* Date (of) importation.

Imports, drugs, foods, cosmetics. *See* Food imports.

Imports, piratical. *See* Printed matter.

Imports, prohibited. In many countries, especially where state monopolies exist (for the manufacture and/or importation and/or sale of certain products, as, for example, matches, tobacco, and tobacco products), certain foreign goods are prohibited and cannot be imported. This also refers to goods which in any way conflict with the drug, food, or health laws of a country, which therefore are refused entry. In the United States, there is a whole list of articles which, in part or wholly, are either prohibited or restricted; they include, among others: agricultural and vegetable seeds, wild birds, caustic or corrosive substances, articles for conception prevention or for causing abortions, goods made by convict or forced labor, counterfeit coins, certain drugs, eggs of wild birds, fungicides, insect pests, seditious and

obscene literature, lottery matter, meat and meat-food products, milk, plants and plant products, plumage of wild birds, facsimiles of uncancelled postage stamps, rags, serums, smoking opium, toxins, viruses, and wild animals. Some of them are prohibited in all cases, some of them can be partly imported or the importer can obtain special permits for their importation, all of which is set forth in great detail in the Customs Regulations. (*See* Prohibited imports permit.) But, in the United States, the President is also empowered to prohibit the entry of any or all goods from a country whenever unfair methods of competition and unfair acts in the importation of articles into the United States, or in their sale by the owner, consignee, or agent of either, is established, and also during the time such establishment of fact takes place, which is the province of the Secretary of the Treasury. When these unfair methods have the effect or tendency to destroy or substantially injure an industry efficiently and economically operated in the United States, or to prevent the establishment of such an industry, or to restrain trade and commerce in the United States, they are declared unlawful (Tariff Act of 1922), and their existence may cause a prohibition of importation. (*See* Dumping.) The President can also prohibit importations, if he finds that any foreign country has maintained discrimination against the commerce of the United States (within the meaning of section 317a of the Tariff Act of 1922), of any article or articles of said country which he (the President) deems the public interest shall require to be excluded from importation into the United States. (*See* Prohibited imports; Convict labor; Copyright, false.)

Imports, temporary admission (of). *See* Admission, temporary.

Improved goods. The term applied to import products which are changed, improved, or become part of a finished article composed of other products, thereby enhancing the quality or value of the imported article, or changing either or both. (*See* Improvement trade.)

Improvement trade. This is the commerce in articles or materials which are either imported for improvement (*see* Improved goods) and for re-exportation, or articles or materials which are exported to be improved abroad and re-imported.

In and out. *See* Free in and out.

In bond. Goods which—while being manufactured, assembled, stored, in transit (*see* Transit shipment), or transported—are under the responsibility of bonded agencies (such as warehouses) until the duties or other sums due on them are paid, are said to be *in bond.* (*See* Bond *headings.*) Shipments are accepted for in bond transit in the United States, but the consignee is responsible for clearance with Customs.

In transit. *See* Transit shipment; Transshipment; Floating; Export shipper's declaration — in-transit goods.

Inc. (Abbrev.) *See* Corporation.

Inchmaree clause. *See* Clause, Inchmaree.

Income. The annual return on capital invested, or the amounts earned in the form of profits or wages.

Income, national. *See* National income.

Incoming steamer documents. *See* Steamer documents, outgoing and incoming.

Inconvertible currency. *See* Currency, inconvertible paper.

Incorporated. (*See* Corporation.) Abbrev.: *Inc.*

Indemnity. Protection or exemption from loss or damage, past or to come; the compensation received in case of loss or damage.

Indemnity insurance. *See* Insurance, protection (and) indemnity.

Indemnity letter. *See* Letter (of) indemnity.

Indent. This is a foreign purchase order and the form mostly used in the Far East, and also in practically all British possessions, which, in countries where it is used by the foreign buyer, replaces the export order. It comes from the Latin *indentare,* meaning in the verb form "to make an order upon, to draw from," and the noun has come to mean an order for goods. It is an order for the importer's requirements, which is to be filled by the exporter at the best possible prices, conforming to the indentor's specifications (*see* Indent agent; Indentor). The indent originated in the Australian and Far Eastern trade (principally India and the Straits Settlements) and originally was given by the inland buyer to the inland importer; on its receipt, the latter, before he accepts the indent, makes sure he can get the goods from a manufacturer or exporter abroad. The indent is an obligation on the part of the exporter or his agent, when the latter has accepted the indent, to supply the desired goods at the specified time or price limits. Generally provision is also made for a time limit, during which the recipients of indents can decide whether they can confirm their ability and readiness to fill the indent, or to refuse it owing to their inability to get the desired merchandise and/or at the stipulated price and/or on the required delivery date. When the indent order is accepted, in part or in full, the exporter or agent buys and ships the goods at the buyer's risk, unless otherwise agreed. The commission house or agent receives a prearranged commission on the net invoice values of all goods so bought, the indentor receiving all original invoices, showing all discounts, rebates and charges, as well as all original accounts for freight and documents. (*See* Documents required.) The export house (or agent) naturally confirms the indent only after being sure that it can deliver, especially in cases where the importer has specified not only article, price, and delivery date, but also the manufacturer whom it wants to supply with the goods (*see* Indent, closed). Originally the import order was exclusively an order by the inland merchant to the inland importer, on the basis of the latter's quotations, who then made sure that he could get the goods from the exporter abroad at the prices quoted before confirming acceptance of the local order to his customer. However, the indent later developed into the order of the foreign importer to the exporter abroad, thereby becoming in effect an export order the moment the conditions of the indent had been accepted and confirmed. (*See specimens, pages 911–912;* Indent *headings.*)

Indent agent. The agent for the foreign importer, who attends to and endeavors to fill his indents at the prices and on the terms specified for the goods and on specified delivery dates. (*See* Indent, *and other* Indent *headings.*) He will try to protect his principal's interests to the best of his ability, in every way.

Indent, closed. This signifies an indent in which the foreign buyer (or importer) stipulates the manufacturer or firm from whom the merchandise ordered is to be bought, in contrast to the general (or open) indent, in which it is left to the discretion of the indent agent to do the best he can to purchase the goods needed, at the best prices and delivery, from the source chosen by the agent using his own judgment. (*See* Indent.)

Indent house. Importers who import only upon definite orders received

from domestic buyers are known as *indent houses*. An *indent* is a pro forma order, or specification, sent abroad for price quotation. Indent houses usually quote c. i. f. (cost, insurance, freight) prices, based on their knowledge of the market. Their advantage results from (1) ability to buy advantageously as a result of their organization and experience; (2) ability to secure lower transportation costs; and (3) profits on exchange. (*See* Indent merchant.)

Indent merchant. An indent merchant solicits orders for goods from domestic merchants and then proceeds to send these orders to various merchants in the foreign countries with whom he has connections. Sales are made by sample or from a catalog, and this method is quite effective for certain classes of merchandise. An indent merchant usually handles a large variety of commodities; hence, he must have numerous connections in order to fill them.

The bulk of the indent merchant's business is confined chiefly to highly specialized items. The orders are usually for relatively small quantities of merchandise. In some cases the indent merchant carries small stocks of goods for which he expects numerous immediate orders. As this phase of his activity increases, he approaches the functions of an import merchant. (*See* Import merchant.)

Indent number. *See* Number (of) order.

Indent, open. Contrary to *indent, closed.* (*See* Indent, closed.)

Indenting. The placing of an indent.

Indentor. The person or firm who places the indent.

Indentured labor. *See* Convict labor.

Independence, economic. Possession of the essential elements of a nation's economic life (within its own boundaries).

Independent carrier. *See* Vessels, classification of; Carrier *headings.*

Independent ocean carrier. *See* Tramp.

Index, importers'. *See* Importers' Index.

Index number. *See* Number, index.

Indirect import. *See* Import, indirect.

Indirect selling. *See* Selling, indirect.

Industrialize. "To make industrial," give over to industry.

Industries, extractive. These are the industries that extract all or part of their final products, or produce extracts. For example, the dyeing and tanning industries prepare extracts from barks, woods, and fruits, all of vegetable origin, by treatment with hot water or steam, followed by evaporation to a liquid (of desired density) or to a solid.

Infant industry. An industry which is just beginning to grow is in its infancy.

Inflammable goods. *See* Responsibilities and liabilities, carrier and ship, *heading:* "Rights and immunities."

Inflate. *See* Inflation.

Inflation. *Inflare*, in Latin, means "to swell, to expand, to blow, to distend." It has come to mean the abnormal expansion or increase of a currency, and is in effect just that. It generally is accounted for and signifies lack of coverage of the losses and obligations of a nation's economy by the usual revenue, such as taxes, duties, fees, interest from foreign investments, and claims. It is created in order to cover such losses, with the help not of short-term treasury bonds or notes, but of the printing press. The greater the sum total of the currency which is circulating, the less becomes its value as compared to the value of gold (*see* Gold *headings*). In other words, the sum total of the values created by a nation's economy or its national property is below the (always quicker) increase of the country's currency medium, or its currency (notes and coins). This causes a decrease in the purchasing power of the currency, that is, one cannot buy the same amount of mer-

chandise, in quality and/or quantity, as formerly by spending the same amount of face value of the currency, so that all liquid funds lose in proportion to the extent to which the currency decreases in value. (*See* Deflation.)

Informal entry of goods. *See* Entry, informal, (of) goods; Customs entry, *heading:* "Informal entry."

Information, credit. *See* Credit information; Dun and Bradstreet; American Foreign Credit Underwriters Corporation; National Association of Credit Men.

Information credit ratings. *See* Credit rating.

Inherent vice. When goods are damaged by their own inherent qualities, the term used to describe this condition is *inherent vice.* An example of this would be grain which was in a state of deterioration before being shipped, and thus would be certain to arrive at destination in a damaged condition without any negligence on the part of the carrier or carriers transporting it. The United States Carriage of Goods by Sea Act, 1936, exempts ocean carriers from any responsibility for loss or damage arising or resulting from "inherent defect, quality, or vice of the goods."

Inland market. This refers to the interior market, mostly in the land itself in which the goods are sold and bought, or produced.

Inland point shipment, for export. *See* Bill of lading, through.

Inland waterway tons. *See* Ton, short.

Inspection (of) shipment. *See* Drawback, inspection (of) shipment.

Inspection before shipment. *See* Quality guarantee.

Inspection certificate. *See* Certificate (of) inspection; Quality certificate.

Inspection, foreign. *See* Quality guarantee.

Inspection, grain. *See* New York Produce Exchange.

Inspection, marine. *See* Marine inspection; Vessel inspection.

Inspection, ship (vessel). *See* Vessel inspection.

Inspector, Customs. *See* Customs inspector.

Installment. Installment contracts in foreign trade may be of various kinds. Payments may be divided: on placing of order, or at confirmation of order and signing of contract, or when notice is received of shipment, or on arrival or clearance of goods. Often it is stipulated (in connection with a set of drafts which are due in installments to cover a shipment) that if one draft (one installment) is not paid when due, the balance (of the drafts or installments) become due immediately (*see* Draft, installment.)

Installment contracts. *See* Installment.

Installment shipments. *See* Partial shipments.

Institute (of) Marine Underwriters. *See* American Institute of Marine Underwriters.

Institution, honoring. The bank which pays (honors) the draft.

Instructions, air shipments. *See* Air express.

Instructions, billing. *See* Indent; Invoice *headings*; Letter of credit, *heading*, "Documents."

Instructions, documents. *See* Draft instructions; Documents required.

Instructions, draft. *See* Draft instructions.

Instructions, freight forwarder's letter (of). *See* Freight forwarding, procedure, foreign.

Instructions, letter of credit. *See* Letter of credit, *heading:* "General provisions."

Instructions, packing. *See* Packing instructions.

Instructions, shipping. Shipping instructions should be, and are generally, given by buyer. However, seller may cancel contract, for all unexecuted portions of contract, at his option, if

buyer fails to furnish details and shipping instructions. Or, again, seller may make shipments in accordance with instructions given for previous shipments on account of the same or previous contract. (*See* Conditions of sale, *heading:* "Details and shipping instructions"; Letter of credit, *heading:* "Interpretation (of) terms"; Delivery specifications; *see specimens, pages 830 and 831.*)

Instrument (of) credit. *See* Negotiable instrument; Credit instrument; Draft *headings.*

Instrument, negotiable. (*See* Negotiable instrument; Credit instrument; Draft *headings.*) A commercial paper which can be used for payment of a debt or for the establishment of a credit.

Insurable interest. In order to recover under an insurance policy, it is necessary that the assured have an *insurable interest* at the time of the loss. The best evidence of an insurable interest is legal title to the property. However, it is not necessary that the assured be interested to the extent of the whole value of the property. Any interest, if definite and legal, may be insured, as, for example, the commissions that a commission agent will earn if the goods arrive safely. Thus, several different persons may have insurable interests in the same property, each having a different interest, not conflicting with the interests of the others. But an interest of some kind must exist, or the insurance company is not obligated to pay a loss.

Insurance. This word signifies a contract or an agreement by which one party agrees and guarantees to indemnify another in case of any loss contingent upon some special and specified event, such as by accident, death, fire, shipwreck, theft, or lightning. The guarantor accepts this responsibility in return for a fee, or for a percentage of the insured amount, or on the basis of some other calculation, which is known as the *premium.* It is, therefore, a contract by which the assured (or insured) is paid an indemnification, agreed upon as to terms and amount, upon the happening of a certain event, so that it means to the assured protection against certain perils or risks in return for a payment (premium), and to the insurer (or underwriter) the acceptance of such risk. (*See* Conditions (of) sale, *heading:* "Insurance"; Responsibilities and liabilities, carrier and ship.)

Insurance agency or **agent.** The office or firm which acts for one or more insurance companies, as their agent. The agent acts for the insurance company and is paid on either a salary or a commission basis, or both, whatever the arrangement may be. The insurance agent represents his company and acts in its interests, in contrast to the insurance broker, who acts for the insured although he receives his commission from the insurance companies to whom he brings the business, on the basis of the premiums collected (*see* Insurance broker).

Insurance, air. The foreign trader can insure both himself and his employees who use air transportation for their business travels (*see specimens, pages 834–837*). The policies' geographical limits can be changed and made world-wide, when desired, by endorsement. Cargo insurance by airplane is underwritten in much the same way as is cargo insurance by steamer. (*See* Damage, air.) The marine cargo policy may be endorsed to include air express shipments, or in some cases a special air express policy is issued. Rates, of course, vary and depend on the nature of the cargo and the length of the trip, just as they do for steamer-shipped cargo. Generally, premiums are determined on a specific amount (for example, $100) of declared value for any type of cargo.

The insurance usually becomes effective as soon as the international air waybill is executed and includes all risks of physical loss or damage from any external cause whatever, except as indicated in the insurance policy. Premiums, as far as cargo value is concerned, are for two or three specific classes of such cargo. Insurance usually covers from shipper's warehouse to consignee's warehouse subject to the "all risks clause," with the exception of certain commodities perishable in their own nature or particularly susceptible to such loss as breakage, leakage, and so forth.

Following is an excerpt from the Pan American's "Advice to Shippers" (*see* Air express):

> Arrangements have been made by airlines with insurance companies which permit shippers, at their option and only if they so request, to obtain insurance coverage from such companies for their shipments with respect to which Airwaybills have been issued, *except shipments of live stock, perishables, and Radio and X-ray Tubes, including Electronic, Vacuum, Mercury, Cathode and Quartz Tubes of any size or quantity.* Such coverage includes all risks of physical loss or damage from any external cause whatsoever, except directly or indirectly from legal seizure, war risks or hostilities. The amount of insurance which the shipper may obtain is the valuation of the goods which the shipper declares for the purpose of carriage under the Airwaybill, that is, the "Shipper's Declared Valuation for Carriage" stated in the Airwaybill. However, recovery will be limited to actual loss, that is, the actual value of the goods at destination at the time of loss, plus 10% of such value, or the Shipper's Declared Valuation for Carriage, whichever is smaller. The premium rates for such insurance over the lines of the Carrier are stated in this Tariff.
>
> The Shipper's copy of the Airwaybill issued, when the insurance premium is entered by the receiving agent as prepaid, becomes the shipper's policy of insurance.
>
> Shipments containing any of the following mentioned items:
>
> Bullion (Gold and Silver) Coin and Dust
> Dore Bullion
> Platinum and other Precious Metals in any form
> Jewelry or any article of Platinum, Gold and Silver
> Jewelry of any kind containing Precious Stones
> Precious Stones, including commercial Carbons & Industrial Diamonds
> Currency (Paper or Coin) of any nationality
> Securities, Stocks, Bonds, Coupons, Deeds & Mortgages
> Uncancelled Postage and Revenue Stamps, War Savings & Thrift Stamps
>
> are assessed the insurance premiums for Valuable Cargo. All other kinds and classes of goods shipped are assessed the insurance premiums for General Cargo.

Insurance, all risks. (*See also* Policy, comprehensive.) This clause, if required by the assured and if agreed to by the insurance company, is inserted in the Marine Insurance Policy and covers against loss or damage from any external cause except war and strike risks or risks specifically excluded by the terms of the policy. The usual wording is as follows:

> Against all risks of physical loss or damage from any external cause arising during the life of this insurance, but excluding such risks as are excluded by the War and Strikes, Riot and Civil Commotion Clauses in this policy unless otherwise covered hereunder.

(*See* Letter of credit, *heading:* "Documents.")

Insurance application. Standard forms are provided by the underwriters for the application of all kinds of coverage (*see* Insurance *headings*).

Insurance, appraisal clause. *See* Appraisal clause.

Insurance appraiser. *See* Appraiser, insurance.

Insurance "at and from." "At" in the

marine insurance policy signifies that the merchandise is insured from the moment it is put on board a vessel, in port, and until the vessel sails. The word "from" indicates that merchandise is insured from the time the vessel sails.

Insurance, average. In foreign trade or shipping, as well as in marine insurance, this word derives its meaning from the French word *avarie*, meaning "damage to ship or cargo." In modern marine insurance the word *average* ordinarily means "loss or damage." There are two kinds of average, namely, particular average (partial loss) and general average (general loss). (*See* Insurance, general average; Insurance, particular average.)

Insurance, awaiting shipment. *See* Insurance, goods awaiting shipment.

Insurance, barratry. Fraudulent breach of duty, or a willful act of known illegality on the part of a master of a ship in his character of master or of the crew to the injury of the owner of the ship or cargo and without the owner's consent. (*See* Barratry.)

Insurance binder. Also known as Cover note. When an insurance for a vessel or its cargo or both is accepted by an underwriter, a *binder* is issued or sent to the assured or his broker which confirms that the assured is protected and which takes the place of the policy until the latter has been issued and delivered. (*See* Insurance, cover note; Letter of credit, *heading:* "Guiding provisions.")

Insurance, breakage. Insurance protecting against loss or damage to the nsured merchandise by breakage from all causes.

Insurance broker. An individual or firm licensed by the state to do an insurance brokerage business. He represents the assured in all transactions with the insurance company, but is paid for his services by the insurance company, usually on the basis of a certain percentage of the premiums paid to the company.

Insurance, burning. It is sometimes possible for a cargo, or part of a cargo, to burn without an open fire breaking out and without damage to the ship itself. This may be caused by internal combustion, friction, or chemical processes. The shipment can be protected by its owner against such a possibility by adding to the average clause the words "unless the vessel is burned, on fire or in collision."

Insurance, cargo (air). *See* Insurance, air; Damage, air shipments.

Insurance, cargo (railroad). *See* Loss or damage on railroads.

Insurance, cargo (vessel). While the owner of the ship covers his vessel by insurance against loss, the owner of the cargo, or part of it, protects himself against loss of or damage to his property. The cargo insurance is of various kinds, covering many eventualities (*see* Insurance *headings*), and may also be extended to on-deck cargoes for goods stored above the deck of the ship (*see* Insurance, deck cargo). (*See specimens, pages 846–847.*) (*See* Insurance, open cargo policy; Insurance *headings;* Damage, sea shipments.)

Insurance, carrier's liability. *See* Insurance, marine; Carrier, liability, ocean-going; Damage, sea shipments; Damage, air shipments; Loss or damage on railroads.

Insurance certificate. (*See* Letter of credit, *heading:* "Documents.") An *insurance certificate* certifies that the shipment described on the certificate is insured subject to the insuring clause or terms of average appearing thereon under the Open Policy number referred to. The certificate does not contain all of the clauses appearing in the Open Policy, but does contain the important clauses. In cases where the buyer desires a complete insurance contract from the seller

which does not refer to any other Open or Master Policy, he usually stipulates for a *policy of insurance* rather than a *certificate*. In such cases a special *trip policy* is issued which is a complete contract in itself. Certificates or special trip policies are negotiable instruments and accepted by banks when properly endorsed.

Insurance claim. *See* Insurance, loss.

Insurance (against) collision. The underwriter of a marine policy for collision is liable for any loss or damage which may reasonably be attributed to collision or contact of the vessel and/or craft and/or conveyance with any external substance (ice included) other than water. (*See specimen, page 849.*)

Insurance, comprehensive. *See* Policy, comprehensive.

Insurance, concurrent. Two or more policies, covering the same interest in the same cargo, for the same amount.

Insurance, constructive total loss. In an insurance policy which covers constructive total loss, goods are protected to the full amount of their value when the cost of recovering, reconditioning, and delivering damaged cargo would exceed its value at destination.

Insurance coverage. The risks protected (covered) by insurance. (*See* Insurance, cover note.)

Insurance, cover note. "Cover note" is the equivalent in the English market of the American "binder." (*See* Insurance binder; Letter of credit, *heading:* "General provisions.")

Insurance, craft or lighter. Ordinarily the Marine Cargo Policy includes the risk of transit (subject to the insuring clause of the policy) by craft and/or lighter to and from the overseas vessel. Usually this means lighterage incidental to the loading or unloading of steamers within the seaport. Any other lighterage, such as supplementary lighterage and lighterage of an unusual nature, may be included under the policy by special endorsement.

Insurance, credit, foreign. There are certain institutions and organizations which enable the exporter to insure himself against loss in connection with the risk he takes when granting foreign credit. (*See* American Foreign Credit Underwriters Corporation; National Association of Credit Men; Export credit.)

Insurance, credit risk. *See* Insurance, credit, foreign.

Insurance, damage, air shipments. *See* Damage, air.

Insurance, damage, railroad shipments. *See* Loss or damage on railroads.

Insurance, damage, sea shipments. *See* Damage, sea shipments.

Insurance, (on) deck cargo. Most merchandise may be legally stowed *under deck*, that is, below the main or weather deck of the vessel. However, certain commodities, such as explosives or inflammables, must be stowed on deck according to law. If properly stowed, insurance companies are usually willing to insure such shipments, at higher rates of premium. The On Deck Clause in most common use reads:

> "Free of Particular Average unless *caused* by stranding, sinking, burning, or collision of the vessel, but including the risks of jettison and washing overboard."

(*See* Letter of credit, *heading:* "Documents.")

Insurance, deviation. *See* Deviation.

Insurance, double. If the same shipment is insured under more than one policy, for example, the seller's policy and the buyer's policy, this is referred to as *double insurance*. The cancellation which will be allowed, if any, of part or all of either of the insurances will depend upon the wording of the policies on this point.

Insurance, duty. In the event of a partial loss on dutiable merchandise, there

is the same percentage of partial loss on duty. Governments usually collect full duty on all merchandise arriving in the country for consumption whether damaged or undamaged. The Government will usually allow a rebate of duty on merchandise which can be proved to have been lost or stolen before reaching the country of destination. Most importers holding marine policies insure against partial loss on duty. If the merchandise arrives totally damaged, it can be abandoned to the Government and payment of duty thereon avoided. Insurance rate on duty, therefore, is lower than the rate on the merchandise, usually about one-third of the merchandise rate. (*See specimen, page 845.*)

Insurance, fire. The protection against loss or damage by fire (*see* Insurance, burning). The fire insurance policy or contract is the guarantee of the underwriter to pay the assured for loss or damage caused by fire, up to the amount and within the time limit and for the specific object or objects insured, on the terms and conditions of the policy, against payment of the premium thereby provided. A marine insurance policy on cargo includes damage by fire as well as for losses caused by fire. (*See specimen, page 849.*)

Insurance, floating policy. *See* Insurance, open cargo policy.

Insurance, foreign credits. *See* Insurance, credit, foreign.

Insurance, franchise. The percentage of average or loss stipulated in the policy insuring clause which must be attained before the loss amounts to a claim. If the loss equals or exceeds the franchise and is caused by perils insured against, it is paid in full.

Insurance fraud. *See* Concealment of fact.

Insurance, free of capture and seizure. *See* Free (of) capture and seizure.

Insurance, free of particular average. *See* Free of particular average; Insurance, average.

Insurance, freight. In marine insurance the word *freight* means the money paid or to be paid by the cargo owner to the shipowner for carrying the goods in accordance with the terms set forth in the bill of lading. Prepaid and/or advanced and/or guaranteed freight is considered by the vessel owner as being earned under the terms of the bill of lading whether the cargo be delivered or not. This freight money is usually included in the amount insured on the merchandise and thereby loses its identity as freight. Sometimes "guaranteed freight" is payable at destination rather than at point of shipment. However, since it is still payable to the vessel owner under bill of lading conditions reading "Vessel lost or not lost," it falls in the same category for insurance purposes as freight which has been prepaid or advanced. Collect (contingency) freight, however, is freight money which is not payable to the vessel owner unless he delivers the goods in specie. This usually applies to bulk or full cargoes and not, as a rule, to general merchandise shipped in boxes or crates, and so forth. Collect (contingency) freight may be insured separately under the Marine Cargo Policy for the actual amount of the freight and at a rate of about one-third of the merchandise insurance rate under special endorsement.

Insurance, full coverage. Any policy of insurance that provides for payment of all damage or loss, without restrictions or deductions.

Insurance, general average. *General average* has been defined as a *general loss* voluntarily and successfully incurred to save all interest involved in a common maritime adventure from an imminent peril. The interests involved in a common maritime ad-

venture usually are hull, cargo, and freight at risk. *Freight at risk* means freight charges which are at the risk of the shipowner because they are due and payable to him only upon delivery of the cargo at destination. Each interest involved must bear its share of the general average. General average is governed by maritime law and exists regardless of marine insurance, but marine insurance covers the risk of general average.

An example of general average is fire on shipboard threatening the vessel, cargo, and freight at risk with destruction. Water and steam are introduced into the hold to extinguish the fire. Certain sacrifices and expenses are incurred in putting out the fire which are for the benefit of all concerned. The cargo damaged by fire is not general average but *particular average*, for this is a direct loss by fire. However, cargo that is damaged not by fire but by water used in extinguishing the fire and which therefore was sacrificed, and all other sacrifices and expenses incurred, are general average charges to be borne by the three interests involved: vessel, cargo, and freight at risk. Each interest bears its pro rata share in the proportion that the saved value of the interest bears to the total saved value of all interests of the maritime adventure, that is, saved value of vessel, plus saved value of vessel's cargo, plus saved value of freight at risk.

The *general average* is *stated* or *adjusted* by a firm of general average adjusters in accordance with the law or custom of the port where the voyage is terminated unless otherwise provided in the bill of lading. Bills of lading usually stipulate adjustment as per York-Antwerp Rules. When a vessel is under general average, the adjusters usually will not authorize the release of shipment to the consignees until the adjusters are furnished with security for the payment of the general average charges as finally determined. Usually double security is taken: a general average bond or, as it is commonly called, an average agreement, which must be signed by the cargo owner. This binds the cargo owner to pay his proportion of the general average charges when due. In addition, a cash deposit is demanded from the cargo owner by the adjusters. This cash deposit usually represents the estimated percentage of general average applied to the value of the shipment at port of delivery. If insured and the general average is being adjusted in the United States, the underwriters' guarantee will usually be accepted in lieu of the cash deposit. If the general average is being adjusted abroad, a cash deposit is usually taken from the consignee and will be refunded by the insurance company upon presentation of the deposit receipt properly endorsed.

The ordinary marine insurance policy provides protection against general average. This provision is important, for quite frequently general average contributions are due from cargo which arrives at destination in sound condition but which will not be delivered to the consignee until security is deposited as outlined above, because the vessel has met with an accident and has arrived under general average.

The American Institute of Marine Underwriters has drafted the following general average clause for use in the marine insurance policies of its members:

> General average and salvage charges payable according to United States laws and usage and/or as per foreign statement and/or as per York-Antwerp Rules (as prescribed in whole or in part) if in accordance with a contract of affreightment.

(*See* American Institute of Marine Underwriters; Contract (of) Affreightment; York-Antwerp Rules.)

Insurance, goods awaiting shipment. Export merchandise, sold f. o. b. while on a dock or pier or in a warehouse awaiting shipment, is at the shipper's risk until put on board (*see* Insurance "at and from") unless the ocean marine policy contains the warehouse-to-warehouse clause (*see* Insurance, warehouse-to-warehouse), or unless the shipper is covered by a separate insurance policy against loss while the goods are awaiting shipment.

Insurance hedging. *See* Hedging.

Insurance, hull. The insurance against loss or damage to the vessel's hull, machinery, or equipment, including a collision clause.

Insurance instructions. *See* Conditions (of) sale, *heading:* "Insurance.")

Insurance, jettison. This means insurance against the throwing overboard of part of the vessel's cargo (abandonment for the purpose of lightening the ship in case of emergency or necessity). (*See* Jettison.)

Insurance, joint. The insurance of a shipment by two or more companies, each company taking a share of the insurance and the total number of shares equaling 100 per cent. This is not to be confused with double insurance, defined elsewhere, which means a shipment insured by more than one company and each company assuming 100 per cent.

Insurance labels, capsules, and wrappers. *See* Labels, capsules, wrappers insurance.

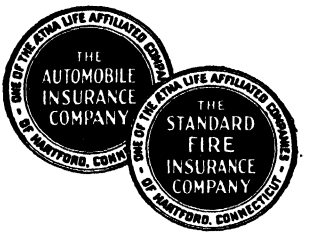
Insurance, leakage. Insurance against damage or loss by leakage, except ordinary leakage.

Insurance, liability (of) carrier and ship. *See* Responsibilities and liabilities, carrier and ship.

Insurance loss. (*See* Protest by master.) A marine policy generally, unless otherwise specified, agrees to pay losses within thirty days after proofs of loss have been presented to the company. The claim must be accompanied by substantiating documents, such as, for example, the report (called *protest*) of the master of the vessel, stating that certain perils were encountered during the voyage; the invoice; the bill of lading; a certificate or special policy of insurance; and the surveyor's (*see* Appraiser, insurance) report of the damage. The surveyor's report is obtained by notifying the company's settling agent appearing in the list on the reverse side of the marine certificate or special trip policy. (*See* Insurance, cargo; Insurance, air; Damage, air shipments; Damage, sea shipments; Responsibilities and liabilities, carrier and ship.)

Insurance, machinery. *See* Machinery insurance.

Insurance, marine. This is an agreement by which one party guarantees (or underwrites) to indemnify another (the assured, which may be the owner of a vessel or of a cargo) for the loss he may actually suffer during the life of the policy. In any case, the marine policy guarantees against loss during the voyage of a vessel, either as the owner of the ship or of all or part of the cargo, as the case may be, for complete or partial destruction at sea (*see all* Insurance *headings; see* Lloyd's). The contract, agreeing to make good such loss, stipulates the maximum sum which may have to be paid by the underwriter, against payment of the premium by the insured, for a specific voyage or time, such damage arising from perils of the sea, fire, or other causes which are enumerated in the marine policy. It generally covers, however, against certain specified perils such as "perils of the seas, fire, assailing thieves, criminal barratry of the master and mariners, and all other *like* perils and losses."



MARINE INSURANCE

Inquiries are invited regarding EXPORT and IMPORT shipments to and from all parts of the world, including U. S. coastwise and intercoastal shipments. With adequate resources and claim adjusting facilities in the principal cities of the world, this organization is in a position to handle efficiently the Marine Insurance requirements of shippers and consignees.

AUTOMOBILE INSURANCE COMPANY
STANDARD FIRE INSURANCE COMPANY
HARTFORD, CONNECTICUT
Affiliated with Ætna Life Insurance Company
Ætna Casualty and Surety Company

Perils of the seas have been interpreted to include stranding and collision of the vessel, sinking if due to a sea peril, and damage caused by extraordinarily heavy weather such as sea water damage from the latter cause. Fire, being a peril *on* the sea and not *of* the sea, is specifically mentioned. However, the assured must take all steps necessary to avert disaster, diminish or mitigate loss, and safeguard the assured property after loss (*see* Insurance, sue and labor clause). In fixing the amount to be insured, the shipper of merchandise generally adds one percentage (for example, 10 per cent) for profit and one (say, 2 per cent) for extra expenses.

Marine insurance is not intended to cover ordinary perils involved in the transportation of merchandise, but is limited to protection against marine risks commonly termed "perils of the sea." These policies include protection against fire, although this is not strictly a peril of the sea.

Unlike that of railways accepting shipments, the liability of shipowners is limited. The ocean bills of lading exempt the carriers from every liability possible under terms of existing legislation, although the carrier is now required to show that the damage falls within one of the excepted causes and assumes the burden of proving that it did not by its own negligence contribute to the result.

The protection afforded by marine insurance to cover loss or damage to goods while water-borne is desirable because, under the United States Statutes and valid clauses in the contracts of affreightment, vessels and owners are held not to be liable for any damage sustained from marine perils, frequently called perils of the sea. However, vessels and owners are responsible for loss and damage caused by their negligence, fault, or failure properly to load or discharge the merchandise. Perils such as theft and pilferage, breakage, and leakage can be included in a marine policy for an additional premium, if the owner so desires. Marine insurance may be placed directly with an insurance company, or through a broker or freight-forwarding company. There are several forms of insurance policies. The degree of protection given by them is in accordance with the wishes of the shipper, and the cost of the insurance increases as the risk assumed by the underwriter increases. As the property is usually insured for the benefit of the consignee, and as he pays the premium, he should inform the exporter or seller of the type or degree of protection desired. The consignee or buyer frequently arranges for all insurance, and in such case definite instructions should be given to the exporter or seller not to arrange for insurance.

If an exporter is financing his shipments through documentary bills, he will find it necessary to carry marine insurance, not only against the total loss of a shipment, but against claims for partial loss as well as claims for "general-average" contributions which may become due to the shipowner from his shippers. (*See* Insurance, general average.)

Insurance (against) moisture. Protection against damage from moisture. This is not covered under the Standard Cargo Policy, but, if granted by special endorsement, includes damage by moisture, usually confined to sweat or condensation of moisture in the ship's hold.

Insurance (against) nonperformance. In certain cases and in certain countries, the importer can cover the risk of delivery of the goods he has bought abroad (that is, performance of his contract). This insurance, for example, protects the importer who has

contracted to deliver the imported merchandise in a certain quality or quantity or at a certain time to his customer. Such contract may contain a penalty clause agreement to cover the case where he fails to do so. The importer can cover his own obligations by insuring himself against the possibility that his supplier, that is, the exporter who is to ship the goods to him, does not fulfill his contract, thereby making the importer liable for the penalty agreed.

Insurance, non-valued policy. The insurance value of the goods is not fixed in the policy but is left open to determination at time of loss and in many cases is stated to be the cash or market value of the goods on the day of the disaster with due allowance for depreciation. (*See* Insurance, valuation policy.)

Insurance, open cargo policy. (*See* Insurance, cargo.) Sometimes referred to as a *floating policy*, is an open contract providing automatic protection for the active exporter or importer on shipments of merchandise described therein and runs continuously until cancelled by the company or the assured. It is therefore an insurance policy or a contract issued for a definite or indefinite period of time under which the assured undertakes to report and the Company to accept for insurance, all shipments as described therein. There is no deposit premium and premiums are usually due monthly at the rates of the company on the insured value of the shipments reported to the company. (*See specimens, pages 845–851.*)

Insurance, particular average. *Particular average* means the partial loss to the particular property or interest insured caused by a marine peril. It is usually described as insurance "With Particular Average" (abbreviated *W. P. A.*) or "With Average" (abbreviated *W. A.*). Briefly, this means that the insurance covers against partial loss from all marine perils as distinguished from the more restricted *F. P. A. E. C.* and *F. P. A. A. C.* clauses elsewhere defined herein. *With Particular Average* clauses in common use read as follows:

"Free of Particular Average under 3% unless the vessel be stranded, sunk, burnt or in collision, each shipping package separately insured." (Known as the "3% P. A. Clause.")

or:

"Subject to Particular Average irrespective of percentage."

Under the first clause, if the vessel is stranded, sunk, burnt, or in collision, partial loss from sea perils is paid without regard to amount. However, if the vessel is not stranded, sunk, burnt, or in collision and the partial loss is due to another sea peril such as unusually heavy weather, the loss is paid *in full* if it amounts to 3 per cent or more of the insured value of a shipping package. If it amounts to less than 3 per cent of the insured value of a shipping package, it is not paid unless the entire loss on the whole shipment amounts to 3 per cent or more, in which case the whole loss is paid in full. Under the second clause, all partial losses caused by sea perils are paid in full irrespective of amount.

Insurance, perils of the sea. *Perils of the sea* have been defined as the unusual action of the forces of nature (such as extraordinarily heavy weather) operating in and about navigable waters, including stranding, sinking, and collision of the vessel. Sea water damage from these causes would be included. Fire is not a peril *of* the sea but rather a peril *on* the sea, and, therefore, it is specifically mentioned in the marine policy.

Insurance, pilferage. Marine insurance pilferage means the theft of part of the contents of a shipping package,

as contrasted with *theft*, meaning the theft of the whole package.

Insurance policy. From the Italian *polizza*, meaning "contract." "A contract of indemnity whereby one party, called the *assurer* or *underwriter* (insurance company), agrees, for a stated consideration known as the *premium*, to *indemnify* another party, called the *insured* or *assured*, against loss, damage, or expense in connection with the subject matter at risk if caused by perils enumerated in the contract known as the *policy of insurance*." (From William D. Winter's book, *Marine Insurance, Its Principles and Practice*. New York: McGraw-Hill Book Company.) (*See specimens, pages 834–853 and 846–847.*) (*See* Concealment of fact.) Banks require the policy when paying against documents. (*See* Letter of credit, *heading:* "Documents.")

Insurance policy, blanket. A *blanket* policy is a contract providing automatic protection on shipments of merchandise as described therein running for a certain period of time for which a lump-sum premium is charged based on the estimated total value of shipments which will come under the protection of the policy during the contract term. This lump-sum premium may or may not be subject to adjustment upon expiration of the policy by payment of return or additional premium if the actual value of shipments made is less than or exceeds the estimate on which the policy premium is based.

Insurance policy, cancellation (of). *See* Concealment of fact.

Insurance policy, comprehensive. *See* Comprehensive policy.

Insurance policy, open cargo. *See* Insurance, open cargo policy.

Insurance policy, valued. *See* Insurance, valuation policy.

Insurance premium. The amount paid by the assured to protect himself against the possible loss he may sustain in case of a specified event happening at a specified time, or as otherwise determined and confirmed in the insurance policy (*see* Insurance; Insurance rates; Premium).

Insurance (of) profits. Insurance effected on profits, real or anticipated. Usually for a separate amount in excess of the total insured value of the property from which profits are expected.

Insurance, protection (and) indemnity. Insurance against the shipowner's legal liability for damage to property such as cargo, harbors, docks, wharves, buoys, and so forth, insofar as such liability is not already covered under the Collision Clause in the hull policy. (*See* Insurance, hull; Insurance against collision.) Sometimes liability for personal injury and loss of life is included.

Insurance (on) railroad. *See* Loss or damage on railroads.

Insurance rates. The rates made by the underwriter for assumption of the risk involved.

Insurance, responsibility (of) carrier and ship. *See* Responsibilities and liabilities, carrier and ship.

Insurance rider or **endorsement.** Any addition made by the underwriter to the policy, either written on the policy itself or by means of a separate strip of paper or allonge setting forth additional terms or agreements made between the two contracting parties, the underwriter and the assured. Marine insurance companies issue special import (*see specimen, page 845*) and export (*see specimen, page 844*) riders.

Insurance (against) strikes. The marine cargo insurance policy specifically excludes loss or damage due to strikes, riots, or civil revolutions, unless shipper obtains endorsements to include these risks, for which usually a higher rate is charged. (*See specimen, page 853.*)

Insurance, subrogation. The underwriter, when paying a claim to an assured for loss or other risk he has agreed to pay for on making the insurance contract, retains the right of subrogation against any third party who may be responsible. (*See* Subrogation.)

Insurance, sue and labor clause. A clause in the marine policy providing that in the event of loss covered by the policy the assured must take the necessary steps to save and preserve the property and to enforce his rights to recover the loss from any third parties who may be responsible therefor. In other words, he must act as a prudent owner uninsured would act. Such action does not prejudice the assured's claim under the insurance policy. The underwriter agrees to pay any expenses resulting from such steps of protecting the insured value or values against loss. The purpose of this clause is to permit the assured, in time of loss or threatening loss, to act on his own initiative, exactly as though he were not insured and had himself to bear or had assumed all risks. In this way he is to and should do his utmost to protect the property and insure it from damage, rather than just sit and watch his property suffer loss or threatened by loss, not caring to protect the underwriter. This clause aims to protect the interests of the underwriter as he is justly entitled to be protected.

Insurance surveyor. *See* Appraiser, insurance.

Insurance (against) sweating. This coverage protects against loss or damage by sweating (for example, in coffee). (*See* Sweat.)

Insurance (against) theft. Insurance, pilferage.

Insurance, transportation. Goods can be insured during transportation on land, at sea, and in the air (*see* Insurance *headings*).

Insurance (against) ullage. *Ullage* has been defined as a quantity that a wine cask or bottle lacks of being full. In marine insurance, *ullage* is practically synonymous with *shortage*, meaning that part of the contents of a package or container that fails to arrive.

Insurance underwriter or **underwriters.** (*See* Underwriter.) An *underwriter* is the person in a marine insurance company who accepts or declines insurance risks submitted for his consideration. He, or someone authorized to act for him, signs the policy of insurance at the bottom; hence the expression "underwriter." (*See* American Institute of Marine Underwriters; Underwriter.) The word *underwriters* may mean more than one underwriter, but often it is used as having reference to more than one insurance company or organization.

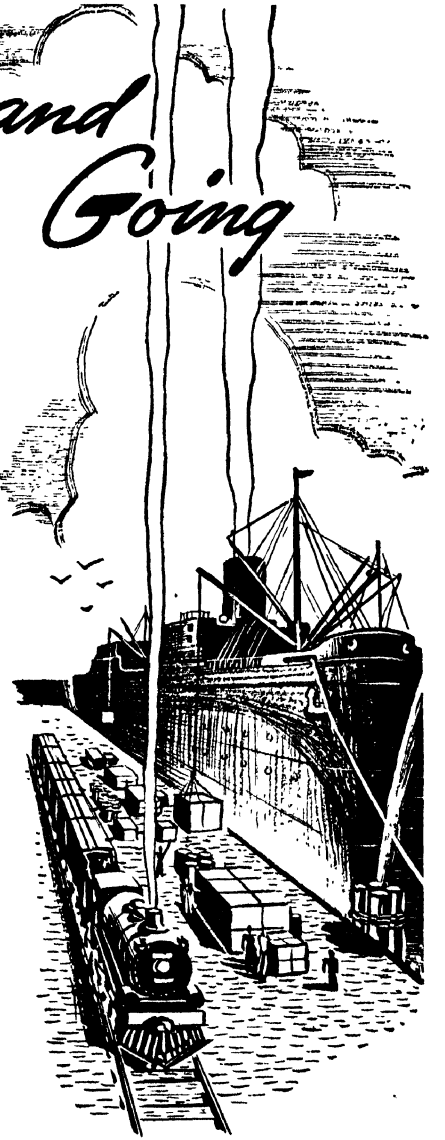
Insurance, valuation policy. (*See* Insurance, valued policy.) All marine cargo policies have a valuation clause containing a fixed basis of valuation agreed upon by the assured and the company which establishes the insured value of the merchandise. This is usually the amount of the invoice, including all charges in the invoice and including prepaid and/or advanced and/or guaranteed freight, if any, plus a certain percentage of insured advance, usually ten per cent or more, depending upon the requirements of the assured plus any Marine and War Risk premiums payable on the shipment and which are not included in the invoice. (*See* Insurance, non-valued policy.)

Insurance, valued policy. (*See* Insurance, valuation policy.) A Marine Cargo Policy is a valued contract that contains a fixed basis of valuation agreed upon by the assured and the company which establishes the insured value of the merchandise. The basis of valuation having thus been agreed upon, neither the assured nor



PROTECTION...

Coming and Going



● *"Protection"* is a hard-used word among insurance people. But there are *degrees* of protection just as there are degrees of purity among food offerings.

We offer American shippers the accumulated experience of nearly a century and a half of protecting foreign shipments. During this long period, many kinds of shipments have changed and some of the hazards they faced are changed. But the kind of service we began with in 1799 is unchanged. We find that people still like personal considerations, and prompt, a-little-more-than-fair adjustments.

There are many empty warehouses across the waters; there are many piles of commodities needed over here. Our facilities are ready in order to enable exporters and importers to take advantage of the coming era of unprecedented foreign trade. Remember—these facilities have been well tested!

PROVIDENCE WASHINGTON INSURANCE COMPANY

Founded ★ 1799

ANCHOR INSURANCE COMPANY

Incorporated 1928

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the company can object thereto in the event of loss unless it is apparent that a fraudulent valuation has been placed on the merchandise. The premium is a valid consideration without which the policy would not be an enforceable contract. It is usually arrived at by applying the rate of premium to the amount of insurance. (Adapted from William D. Winter, *Marine Insurance, Its Principles and Practice.* New York: McGraw-Hill Book Company.)

Insurance, various. There are many kinds of insurance, all depending entirely on the individual and special needs of one who wishes to pay (a premium) to protect himself against any special loss or any special event, and the willingness of a second party to accept (underwrite) such risk.

Insurance, war risk. War risks are the risks of capture, seizure, and destruction by men of war; piracy, takings at sea, arrests, restraints, detainments, and other warlike operations; and acts of kings, princes, and peoples in prosecution of hostilities. These risks are not covered by the ordinary marine insurance policy. In normal times, when an exporter desires war risk insurance, the procedure is to delete from the marine insurance policy the Free of Capture and Seizure clause, and then to add certain paragraphs clarifying or restricting the coverage. With the outbreak of war in 1939, most insurance companies in the United States adopted the practice of issuing a war risk policy separate from the marine insurance policy. It is not necessary that both the war risk and the marine insurance be taken out with the same company, but this is advisable, as it safeguards the assured against a possible difference of opinion between two underwriters as to whether a loss was caused by a marine or a war peril.

During the First World War, the writing of war risk insurance on cargo in the American market was individualistic and unorganized. Each underwriter made his own rates and his own rules. Some underwriters stayed out of the war risk market entirely; others were in and out as their fortunes varied. It was not uncommon for as much as 80 per cent of the cargo on a vessel to be insured by one underwriter.

To avoid these practices in the Second World War, and to stabilize the war risk market, the American underwriters formed a central agency, the American Cargo War Risk Reinsurance Exchange. Organized in June, 1939, the Exchange had a membership comprising virtually the entire American market. All members of the Exchange charged the same war risk rates and engaged in uniform practices. While the exporter dealt with the underwriter of his choice, war risk insurance written by each underwriter was reinsured in the Exchange, thereby dividing the risk and assuring a vast reservoir of financial strength. (*See specimens, pages 851 and 852.*)

Insurance, warehouse-to-warehouse. (*See* Warehouse, transfer from warehouse to warehouse.) This clause in a marine insurance policy protects the owner of the insured goods (subject to the perils insured appearing elsewhere in the policy) while on through voyage from factory or warehouse at the original point of shipment to store, factory, or warehouse at final destination. The warehouse-to-warehouse clause of the American Institute of Marine Underwriters reads:

"This insurance attaches from the time the goods leave the Warehouse and/or Store at the place named in the policy for the commencement of the transit and continues during the ordinary course of transit, including customary transshipment if any, until

the goods are discharged overside from the overseas vessel at the final port. Thereafter the insurance continues whilst the goods are in transit and/or awaiting transit until delivered to final warehouse at the destination named in the policy or until the expiry of 15 days (or 30 days if the destination to which the goods are insured is outside the limits of the port) whichever shall first occur. The time limits referred to above to be reckoned from midnight of the day on which the discharge overside of the goods hereby insured from the overseas vessel is completed. Held covered at a premium to be arranged in the event of transshipment, if any, other than as above and/or in the event of delay in excess of the above time limits arising from circumstances beyond the control of the assured." (*See* American Institute of Marine Underwriters.)

Insurance (against) wave, tidal. Insurance can be had against loss or damage by tidal waves.

Insured, the. *See* Assured.

Intent notice. *See* Drawback application for establishment of drawback rate.

Inter-American Affairs, Co-ordinator of. An office created by the Government to co-ordinate all affairs of an educational, sanitary, propaganda, and, to some (small) extent, economic nature, serving as a clearing house for all matters pertaining to the inter-American republics. Terminated in 1946 and its functions transferred to the Department of State.

Inter-American arbitration clause. *See* Arbitration clause.

Inter-American Council of Commerce and Production. The headquarters of the Inter-American Council of Commerce and Production is established at 1400 Misiones, Montevideo, Uruguay, where this inter-American business organization was founded in 1941. It is a federation of more than 131 organizations in the 22 countries of the Western Hemisphere, including Canada, representative of finance, industry, agriculture, commerce, and mining. The national sections of the Council are in operation in more than 15 countries and in course of formation in other countries of the Americas.

The Council has held two plenary meetings, one in July, 1942, at Santiago and Valparaiso, Chile, and a second meeting in May, 1944, at New York, N. Y. These meetings arrived at a community of business views upon a wide variety of postwar problems, including restoration of free enterprise; consumption and underconsumption in various regions of the Americas; industrialization in new areas; international movement of capital; production and trade in raw materials and foodstuffs; competition arising from synthetic products; commercial standards; monetary stability; uniform rules for bills of exchange; documentary credits; marine, land, and air transportation; commercial arbitration; foreign-trade education; and various other inter-American matters. The Council has also had representation at the International Business Conference in Rye, N. Y., in 1944, also at the Mexico City and San Francisco Conferences in 1945, and at the Third Inter-American Conference on Agriculture in Caracas in 1945. Too, the Council was a co-sponsor of the First Hemispheric Insurance Conference held in New York, May, 1946.

The United States Section of the Inter-American Council, with headquarters at 1615 H Street, N. W., Washington 6, D. C., is sponsored by the Chamber of Commerce of the United States, the National Association of Manufacturers, and the

National Foreign Trade Council. Copies of the policy declarations of the first and second plenary sessions may be obtained from the Washington office.

The Council represents the first successful federation of business associations of the Western Hemisphere for the purpose of concerted consideration of and action upon matters of common interest. It is one of the few organizations representative of private interests selected to collaborate with the Pan American Union's Inter-American Economic and Social Council.

The Executive Committee of the Council, upon which a United States member serves, as well as the various National Committees, meets at frequent intervals to lay out plans for vitalizing the Council's policies and for considering new economic proposals.

A monthly publication in Spanish is issued for the information of member organizations by the Montevideo office and an English-language monthly by the United States Section in Washington. The Inter-American Council has published more than 110 economic studies in all fields of inter-American business.

Inter-American Financial and Economic Advisory Committee. This Committee was originally formed to consider the most practical means of obtaining stability of the monetary and commercial relationships among the American republics in accordance with liberal principles of international trade.

Inter-American trade. The trade among all of the republics of the American continent.

Interest. The compensation paid to another person for the use of the latter's money, based on the amount borrowed and the length of time of the loan.

Interest, insurable. *See* Insurable interest.

Interior Department, United States. The Department of the Interior is charged with the responsibility for advancing the domestic interests of the people of the U. S. While the duties and specific charges of the Department have become many and varied, all have to do with promoting the domestic welfare and administering the conservation of natural resources. The jurisdiction of the Secretary of the Interior extends from the administration of territories to the supervision of mining operations and the management of the Alaska Railroad. He administers the National Park Service, the Geological Survey, the Fish and Wildlife Service, the Indian Service, and various land services.

Internal revenue warehouse. *See* Warehouse, internal revenue.

International air convention. *See* Air Transportation Convention of Warsaw.

International air express. *See* Air Express.

International air regulations. *See* Air Transportation Convention of Warsaw.

International air waybill. *See* Air waybill.

International Bank for Reconstruction and Development. *Creation and Authority.* Representatives of the 44 nations present at the United Nations Monetary and Financial Conference held at Bretton Woods, N. H., in July 1944 formulated the Articles of Agreement of the International Bank for Reconstruction and Development.

The Articles of Agreement provided that they should enter into force when accepted and signed by governments having at least 65 per cent of the total subscriptions allocated to the countries represented at Bretton Woods and should remain open for signature

by the governments of these countries until December 31, 1946.

The Bank came into existence on December 27, 1945, when the Agreement was signed in Washington on behalf of governments with approximately 80 per cent of the total subscriptions.

The first meetings of the Board of Governors were held at Wilmington Island near Savannah, Ga., March 8–18, 1946. Governments of countries which had not signed the Articles of Agreement were invited to send observers as was the United Nations Economic and Social Council. All of the countries represented at Bretton Woods sent delegations to the meetings with the exception of Haiti and Liberia.

Of the 44 nations participating in the Bretton Woods Conference, 7 countries have not as yet become members of the Bank; namely, Australia, Columbia, Haiti, Liberia, New Zealand, Union of Soviet Socialist Republics, and Venezuela.

Under the by-laws adopted at Savannah by the Board of Governors, the principal office of the Bank has been established in Washington. The first meeting of the Executive Directors was held on May 7. The Executive Directors fixed June 25, 1946, as the date upon which the Bank would formally begin operations.

(*See* United Nations.)

Purposes. The purposes of the International Bank for Reconstruction and Development, as stated in the Articles of Agreement, are the following:

1. To assist in the reconstruction and development of territories of members by facilitating the investment of capital for productive purposes, including the restoration of economies destroyed or disrupted by war, the reconversion of productive facilities to peacetime needs, and the encouragement of the development of productive facilities and resources in less developed countries.

2. To promote private foreign investment by means of guarantees or participations in loans and other investments made by private investors; and when private capital is not available on reasonable terms, to supplement private investment by providing, on suitable conditions, finance for productive purposes out of its own capital, funds raised by it, and its other resources.

3. To promote the long-range balanced growth of international trade and the maintenance of equilibrium in balances of payments by encouraging international investment for the development of the productive resources of members, thereby assisting in raising productivity, the standard of living, and conditions of labor in their territories.

4. To arrange the loans made or guaranteed by it in relation to international loans through other channels so that the more useful and urgent projects, large and small alike, will be dealt with first.

5. To conduct its operations with due regard to the effect of international investment on business conditions in the territories of members and, in the immediate post-war years, to assist in bringing about a smooth transition from a wartime to a peacetime economy.

International cartel. *See* Cartel.

International Chamber of Commerce. The International Chamber of Commerce, established in 1919, unites the business organizations of the world in an international federation. It maintains its headquarters in Paris, and at the time of its last Congress, in 1939. had members in 51 countries. Permanent National Committees of the Chamber had been organized in 33 countries, representing more than three-quarters of the total import and export trade of the world.

The International Chamber works for the promotion and improvement of trade among nations. It is purely a private organization without subsidy or control by governments. Its peacetime operations, through its various committees and bureaus, deal with every important phase of world trade. Subjects dealt with during its more than a quarter-century of operation include:

Organization of production
Industrial cartels
International distribution of products
Advertising
International fairs and exhibitions
Monetary policy and credits
Fiscal and banking questions, including banking technique and commercial documentary credits
Stock exchange operations
Securities
Future markets
International insurance
International commercial policy
Customs technique
Standardization of trade terms
Highway transport
International commercial motor transport
Highway statistics
Automobile insurance
Rail transport
International railway traffic nomenclature
Sea transport
Bills of lading
Inland navigation
Air transport
Aviation law
Air-rail co-ordination
Air-sea co-ordination
International telegraph, telephone, and postal services, including air mail
Commercial arbitration
Protection of industrial property
Rights of foreign establishments
Bankruptcy laws

The International Chamber has been especially active in the promotion of commercial arbitration, maintaining, even throughout the war, its Court of Arbitration.

In the United States, the International Chamber is represented by the United States Associates, successor, in broadened and reorganized form, of the old American Section of the International Chamber. Information regarding its publications and current activities may be procured from the offices of the United States Associates, International Chamber of Commerce, Inc., at 590 Madison Ave., New York, or at 1615 H Street, N. W., Washington, D. C.

International commerce. *See* World commerce.

International exchange ratio. Ratio of exchange (international).

International law. The laws that serve internationally.

International Monetary Fund. *Creation.* The Bretton Woods Agreement Act, approved July 31, 1945 (59 Stat. 512), authorized the President to accept membership for the United States in the International Monetary Fund provided for by the Articles of Agreement of the Fund as set forth in the Final Act of the United Nations Monetary and Financial Conference dated July 22, 1944.

Purpose. The purposes of the International Monetary Fund, as stated in the Articles of Agreement, are:

1. To promote international monetary co-operation through a permanent institution which provides the machinery for consultation and collaboration on international monetary problems.

2. To facilitate the expansion and balanced growth of international trade, and to contribute thereby to the promotion and maintenance of high levels of employment and real income and to the development of the

productive resources of all members as primary objectives of economic policy.

3. To promote exchange stability, to maintain orderly exchange arrangements among members, and to avoid competitive exchange depreciation.

4. To assist in the establishment of a multilateral system of payments in respect of current transactions between members and in the elimination of foreign exchange restrictions which hamper the growth of world trade.

5. To give confidence to members by making the Fund's resources available to them under adequate safeguards, thus providing them with opportunity to correct maladjustments in their balance of payments without resorting to measures destructive of national or international prosperity.

6. In accordance with the above, to shorten the duration and lessen the degree of disequilibrium in the international balances of payments of members.

Activities. The Articles of Agreement of the International Monetary Fund entered into force on December 27, 1945. Instruments of acceptance have been deposited with the United States Government as required by Article XX, Section 2 (a) of the Fund Agreement. (*See* Currency values; Foreign exchange.)

International organizations, important (to) foreign trade. *See* State Department, United States.

International trade. The trade carried on between different nations.

International Trade Organization. *See* United Nations.

International transportation. *See* Transportation, international.

International trusts. *See* Cartel.

Interpretation (of) terms. *See* Techniques.

Interstate Commerce Commission. The activities of the Commission bear on the import and export shipments of the country, insofar as shipments take place within the United States, or from production center to seaboard, and from seaboard to inland reception or distributing points, as well as to and from all collection districts and points in the United States Customs territory (*see* Collection districts and ports (Customs)) and to and from airports. The Commission regulates motor and water carriers and freight forwarders. The Commission is authorized to inquire into the management of the business of domestic freight forwarders and the method in which these activities are conducted, obtaining in this connection such information as it deems necessary. It may obtain information concerning the operations of freight forwarders, make necessary recommendations for further legislation, and institute and investigate complaints that freight forwarders have not observed the provisions of the Interstate Commerce Act.

The Commission also prescribes by order the rates, charges, regulations, and practices to be observed by carriers and freight forwarders, subject to the Interstate Commerce Act, and determines and prescribes just, reasonable, and nondiscriminatory rates by carriers and freight forwarders under its jurisdiction. It establishes through and joint rates, and handles the various matters affecting carriers, including railroad transportation and the requirements of switch connections, car service, mergers, pools, posting of rates and regulations, accounts and records, determination of mail transportation rates, fixing of time zones, safety devices, and inspections. As all foreign shipments need transportation, with few exceptions, within the United States, the work of the Commission has a direct bearing on the nation's exports and imports.

In transit. *See* Transit.

Invalidation (of) contract (or) policy. The contract, policy, or other agreement is no longer valid. An insurance policy becomes invalid if any facts were concealed. (*See* Concealment (of) fact.)

Inventory. An itemized list of goods and values, or both.

Investments abroad. (*See* Edge Law.) These may be of different kinds: they may be investments of government or private funds in the securities, both government and private, of another country. Again, they may be the investment, government or private, in different industries of a foreign country, such as mines, transportation and public utility companies, or plantations. (*See* Investments, foreign.)

Investments, foreign. These are the investments by the governments or citizens of one country in the government or private securities, or the industries, of another country. To the foreign trader, such investments abroad are of great importance, for they are generally linked to purchases in the country which made the investment. Thus they bring trade as a consequence of the placing of funds abroad. In the case of mines, for example, or public utilities, including light and power plants and railroads, built and operated wholly or in part by foreign capital, they generally mean initial as well as ever-continuing supplies of equipment, material, machinery, tools, repairs, and spare parts from the investors' country. Also, to these visible exports are added the invisible (*see* Export, invisible) ones, such as the services of special personnel and technicians who are sent abroad temporarily or permanently to safeguard the interests of the investors and to supervise the investment in all its directions and from all its angles.

Invisible export. *See* Export, invisible.

Invoice. This is the detailed statement of goods shipped, sold, or supplied (from the French *envoyer*, to send, or *envoi*, the shipment). It is also often called a *bill*. Primarily intended for the customer, it is also required by the banks when paying against documents (*see* Letter of credit, *heading:* "Documents") and for Customs purposes (*see* Entry (of) goods).

Invoice, certified. (*See* Certificate, consular.) Every invoice covering merchandise exceeding $100 in value to be exported to the United States, must, at or before shipment of the merchandise, or as soon thereafter as conditions will permit, be produced for certification at a consular office of the United States. Every certified invoice must be made out in triplicate (or, if shipper desires, in quadruplicate) and must be signed by the seller or shipper, or the agent of either. There are certain exceptions, as laid down in the Customs Regulations. (*See* Invoice, consular; Invoice, import; Certificate of origin.) (*See specimens, pages 854–857.*)

Invoice, c & f. *See* Definitions, foreign trade, American.

Invoice (of) charges. *See* Charges, statement (of).

Invoice, c.i.f. *See* Definitions, foreign trade, American.

Invoice, c.i.f. & e. *See* Definitions, foreign trade, American.

Invoice, c.i.f.c. & e. *See* Definitions, foreign trade, American.

Invoice clerk. *See* Clerk, invoice.

Invoice, commercial. The *invoice* is a record of the transactions between seller and buyer. It is of importance to any third party who has an interest in or right to determine the value of a shipment (such as the bank which is asked to discount a draft or the underwriter who is requested to insure the goods). While in some countries the commercial invoice is

sufficient for Customs purposes, generally, as in the United States (*see* Invoice, certified; Certificate, consular), a consular invoice or a certificate of origin must be produced for appraisement and entry of goods. When countries accept the commercial invoice as a basis for Customs appraisal, they may insist that the description of the goods on the commercial invoice fit the corresponding category or description of their active Customs tariff. A number of countries make the sending of the commercial invoice obligatory and require an oath that the values shown are entirely in accordance with the facts to be signed at the foot of the paper.

The commercial invoice (*see specimen, page 858*) must show the date, terms of sale, port of shipment, names and addresses of seller and buyer, name of steamer or airline, invoice and order number, price per unit and total price, charges, marks and numbers on each package, total quantity of packages, weights and measurements (often net and gross) of each package, tare when required, insurance data, code word for each article or unit, or for order or invoice when this is required or desirable, certificate of country of origin, and any other (food, health, and so on) certificates required. In short, the commercial invoice must give all details necessary for the proper description of the merchandise, packed and unpacked, as well as the gross amounts and net amounts due. The invoice should be numbered and should show the date when it is made out, the date of shipment, the date when payment is due, the address of the shipper, as well as his cable address, codes used, telephone numbers, and warehouses. The price must be per unit, gross; also, the net unit or total price, and all charges connected with the shipment (including such commissions as may have been agreed upon) must be shown on the invoice. In the case of a draft, the interest of the draft should be added, being computed in advance on basis of the terms of the draft (sight, 30 days, 60 days, and so forth; *see* Draft *headings*), plus the time it will take for the draft to reach its destination. Bank commissions and all other charges should also be added to the commercial invoice if the buyer has to pay for them; and, in cases where buyer pays for freight, insurance, or any other items, these should of course be added, just the same as consular fees, cartage, lighterage, cables, Customs fees, and any fees for certificates (such as of health or analysis), provided that the sale makes the buyer liable for any or all of them (*see* Cost *and* Invoice, *all headings*).

Invoice, consular. (*See* Certificate, consular; Invoice, certified.) These invoices, required by various countries for Customs or for statistical or other reasons, must be made out in the currency of the country from which the goods are shipped. They must contain full details and description of the goods exported, and they are the evidence of the shipper's or owner's declaration of the value of the shipment. They are certified by the consul of the country to which shipment is destined, and generally include a sworn statement not only as to the truth of the declarations made, but also as to the nonexistence of any other invoice for the same shipment giving a different description or a different value, so that no invoice differing from the one certified by the consul has been or will be furnished to anyone. The consular invoice must show all details of the goods themselves, as well as all discounts, rebates, or the like. The consular certificate or invoice facilitates Customs work at destination, as well as collection of

taxes, and also serves for statistical purposes. United States consular invoices must show the rubber seal of the consulate as well as the (rubber) signature of the consular officer on all copies, but the original must be signed by the consular officer himself. The original invoice is stamped, and the stamp is cancelled by the United States consular officer to show that payment of the fee has been made. Different countries have different forms and different fees, which can be ascertained at all times by applying to their consulates (*see specimens, pages 736–743 and 854–873*).

Special blanks are provided, usually to be purchased from the consul who later must affix his visa, though in some cases the blanks may be obtained from stationers specializing in commercial papers. Nothing may be omitted from the invoice; each space must be filled in accurately. Some countries impose fines for the most trivial omission or inexactness, even penalizing the use of ditto marks or the spreading of data over two adjacent columns instead of repeating it in the parallel columns.

The number of copies of the consular invoice which must be presented when a visa is requested will vary considerably with the country and the set-up of its consular and Customs offices. The consul always keeps certain copies, partly for his own files and partly to be forwarded to the Customs officers at the place of destination, the number depending upon the country. The copies which he returns to the shipper are then forwarded by the exporter to the importer, who presents them to the Customs when he declares his goods. Their arrival should coincide with that of the goods, as nearly as possible —preferably not later than the shipment. Delay in receipt of documents is frequently penalized heavily by the Customs of the importing country.

Generally the consular invoice is a copy of the commercial invoice (*see* Invoice, commercial), in the language of the country, supplied in from two to ten copies, giving full details of the merchandise shipped (*see above*). The invoice must show also, besides information about the materials or merchandise, the name and nationality of the vessel which carries the cargo, the port of shipment, and the port or point of destination. (*See* Entry; Invoice, import; Certificate of origin; Conditions (of) sale, *heading:* "Consular invoice.")

Invoice, export. *See* Invoice; Invoice, commercial; Invoice, consular.

Invoice, f. a. s. *See* Definitions, foreign trade, American.

Invoice, final. The final invoice, supplanting a provisional or preliminary invoice, giving the final weights and serving for the final settlement. (*See* Invoice, preliminary; Invoice, provisional.)

Invoice, fob or **f. o. b.** *See* Definitions, foreign trade, American.

Invoice, food imports. *See* Food imports.

Invoice, import. The invoice which the exporter sends his customer (for the goods the latter has bought, which are entering his country) becomes the import invoice in the country to which goods are shipped. In the United States the following are the Customs regulations for all invoices of merchandise to be imported (*see* Entry):

> All invoices of merchandise to be imported into the United States shall set forth—
>
> (1) The port of entry to which the merchandise is destined;
>
> (2) The time when, the place where, and the person by whom and the person to whom the merchandise is sold or agreed to be sold, or if to be imported otherwise than in pursuance of a pur-

chase, the place from which shipped, the time when and the person to whom and the person by whom it is shipped;

(3) A detailed description of the merchandise, including the name by which each item is known, the grade or quality, and the marks, numbers, or symbols under which sold by the seller or manufacturer to the trade in the country of exportation, together with the marks and numbers of the packages in which the merchandise is packed;

(4) The quantities in the weights and measures of the country or place from which the merchandise is shipped, or in the weights and measures of the United States;

(5) The purchase price of each item in the currency of the purchase, if the merchandise is shipped in pursuance of a purchase or an agreement to purchase;

(6) If the merchandise is shipped otherwise than in pursuance of a purchase or an agreement to purchase, the value for each item, in the currency in which the transactions are usually made, or, in the absence of such value, the price in such currency that the manufacturer, seller, shipper, or owner would have received, or was willing to receive, for such merchandise if sold in the ordinary course of trade and in the usual wholesale quantities in the country of exportation;

(7) The kind of currency, whether gold, silver, or paper;

(8) All charges upon the merchandise, itemized by name and amount when known to the seller or shipper; or all charges by name (including commissions, insurance, freight, cases, containers, coverings, and cost of packing) included in the invoice prices when the amounts for such charges are unknown to the seller or shipper;

(9) All rebates, drawbacks, and bounties, separately itemized, allowed upon the exportation of the merchandise; and

(10) Any other facts deemed necessary to a proper appraisement, examination, and classification of the merchandise that the Secretary of the Treasury may require. (Tariff Act of 1930, sec. 481 (a); 19 U. S. C. 1481 (a).)

If the merchandise is shipped to a person in the United States by a person other than the manufacturer, otherwise than by purchase, such person shall state on the invoice the time when, the place where, the person from whom such merchandise was purchased, and the price paid therefor in the currency of the purchase, stating whether gold, silver, or paper.

Every invoice covering merchandise exceeding $100 in value shall, at or before the time of the shipment of the merchandise, or as soon thereafter as the conditions will permit, be produced for certification to the consular officer of the United States—

(1) For the consular district in which the merchandise was manufactured, or purchased, or from which it was to be delivered pursuant to contract;

(2) For the consular district in which the merchandise is assembled and repacked for shipment to the United States, if it has been purchased in different consular districts.

(*See* Invoice, consular; Invoice, certified; Certificate of origin; Certificate, consular; Entry (of) goods; Entry summary; Appraisement (of) goods.)

Invoice, loco. The invoice for the goods at point of purchase (*see* Loco).

Invoice, memorandum. Often only a memorandum is sent, to put a shipment and its value on record, but in some cases it is accepted as the final and correct statement of amount due and/or purchase or shipment made.

Invoice, net. *See* Invoice price, net.

Invoice number. Every invoice should be numbered, both for bookkeeping references for the shipper and for ready reference by the buyer (for example, in cables) and by Customs.

Invoice, preliminary. For certain goods and/or under certain circumstances it may not be possible at the time of shipment to determine the exact final weight or quantity or amount due, or it may have been agreed that final settlement shall be made only after

weighing of goods after arrival and receipt, at destination. In such cases, a preliminary invoice is sent to the buyer, who generally pays a percentage of the total net amount due, up to 95 per cent in some cases. The balance is then adjusted after final weight has been ascertained (*see* Invoice, final) after receipt or arrival of the goods or merchandise which constitutes the shipment (*see* Invoice, provisional; Pro forma invoice).

Invoice price. From the legal (Customs import) point of view, *invoice price* is a term applied to imports actually purchased, as distinguished from the *invoice value*, which applies to imports obtained otherwise than by actual purchase.

Invoice price, gross. This is the total amount of the invoice, including all charges, such as packing, freight, and insurance.

Invoice price, net. This is the amount on the invoice of the goods themselves; that is, the cost of the goods less discounts and rebates, but exclusive of all charges which have been added, such as packing, freight, and insurance.

Invoice, pro forma. *See* Pro forma invoice.

Invoice, provisional. (*See* Invoice, preliminary; Invoice, final.) In certain cases, and for certain goods, which may be subject to change in weight or volume, a provisional invoice is sent. *Preliminary invoice* is merely another term for it. Final invoice and settlement are made when exact weights or volumes have been ascertained on arrival or after receipt of goods.

Invoice value. This is the value applied to imports obtained otherwise than by actual purchase, from the legal or Customs point of view. (*See* Invoice price.)

Invoiced. Something that has been entered on an invoice; something that has been charged.

Invoicing. Entering something on an invoice; charging something on an invoice.

Inward foreign manifest. *See* Manifest, inward foreign.

Inward foreign voyage. *See* Vessel, voyage, inward foreign.

Irmão (Irmãos). At the end of a Portuguese firm's name, this means Brother (Brothers).

Irrevocable confirmed letter of credit. *See* Letter of credit, irrevocable, confirmed.

Irrevocable letter of credit. *See* Letter of credit, irrevocable, *headings.*

Issuing bank. When the foreign buyer establishes a credit in favor of the seller from whom he imports, in the form of a letter of credit, the bank thus entrusted with the transaction by the buyer issues the letter of credit, setting forth the terms and conditions under which payments are to be made under it, as well as giving such other detailed instructions as the buyer wishes to have added to it. Thus, the bank becomes the issuing bank (of the letter of credit), in contrast to the opening bank which, in the seller's country, opens the credit which it has received from the issuing bank. The opening bank then notifies the beneficiary of the credit both of the amount involved and of all terms connected with the payment of all or part of it to the seller. (*See* Letter of credit, *heading:* "General provisions"; Opening bank.)

Issuing house. A bank or banking firm which undertakes the selling to the public of securities of governments, industries, states, cities, public utilities, and so forth.

Item. A separate unit, or article, in an enumerated account or list.

Itemize. To state individually, by separate units, that is, item by item; such as the various charges of an invoice or statement, or the various units composing a shipment.

J

Jettison. The abandoning (throwing overboard) of cargo, especially to lighten a ship in a storm. (*See* Insurance, jettison.)

Jettison insurance. *See* Insurance, jettison.

Jobber. In the United States, a person or firm that buys from importers or producers and sells to dealers. (*See* Wholesaler; Import wholesaler; Importer, foreign.)

Joint insurance. *See* Insurance, joint.

Joint products. Some of the most important raw products are the result of joint production; for example, oil and gasoline.

Juridical person. *See* Person, juridical.

Jute. *See* Gunny bags.

K

Kasson treaties. *See* Tariff agreements, United States.

Kilo. Abbrev. for *kilogram.*

Kilogram. (*See* Weights and measures.) In most documents relating to shipments to foreign countries where weight is measured in kilograms, it is necessary to state weight of goods, and so on, on all documents (including air waybill) in both pounds and kilograms. (*See conversion table below.*)

Knot, nautical. The log line that is used to measure the speed of a vessel is divided by knots. The word *knot* has come to mean the unit of speed, equivalent to one nautical mile, or 6,080.20 feet, an hour: if a ship goes ten nautical miles per hour, she is said to have a speed of *ten knots.*

CONVERSION TABLE

Pounds to Kilograms

Lbs.	*Kilos.*	*Lbs.*	*Kilos.*	*Lbs.*	*Kilos.*	*Lbs.*	*Kilos.*
1	0.5	31	14.1	61	27.7	91	41.3
2	0.9	32	14.5	62	28.1	92	41.7
3	1.4	33	15.0	63	28.6	93	42.2
4	1.8	34	15.4	64	29 0	94	42 6
5	2.3	35	15.9	65	29.5	95	43.0
6	2.7	36	16.3	66	29.9	96	43.5
7	3.2	37	16.8	67	30.4	97	44.0
8	3.6	38	17.2	68	30 8	98	44.5
9	4.1	39	17.7	69	31.3	99	44.9
10	4.5	40	18.1	70	31.8	100	45.4
11	5.0	41	18.6	71	32 2	101	45.8
12	5.4	42	19.1	72	32.7	102	46.3
13	5.9	43	19.5	73	33.1	103	46.7
14	6.4	44	20.0	74	33 6	104	47.2
15	6.8	45	20.4	75	34.0	105	47.6
16	7.3	46	20.9	76	34.5	106	48.1
17	7.7	47	21.3	77	34.9	107	48.5
18	8.2	48	21.8	78	35.4	108	49.0
19	8.6	49	22.2	79	35.8	109	49.4
20	9.0	50	22.7	80	36.3	110	49.9
21	9.5	51	23.1	81	36.7	111	50.3
22	9.8	52	23.6	82	37.2	112	50.8
23	10.4	53	24.0	83	37.6	113	51.3
24	10.9	54	24.5	84	38.1	114	51.7
25	11.3	55	24.9	85	38.6	115	52.2
26	11.8	56	25.4	86	39.0	116	52.6
27	12.2	57	25.9	87	39.5	117	53.1
28	12.7	58	26.3	88	39.9	118	53.5
29	13.2	59	26.7	89	40.4	119	54.0
30	13.6	60	27.2	90	40.8	120	54.4

CONVERSION TABLE (*Continued*)

Lbs.	*Kilos.*	*Lbs.*	*Kilos.*	*Lbs.*	*Kilos.*	*Lbs.*	*Kilos.*
121	54.9	141	64.0	161	73.0	181	82.1
122	55.3	142	64.4	162	73.5	182	82.6
123	55.8	143	64.9	163	73.9	183	83.0
124	56.2	144	65.3	164	74.4	184	83.5
125	56.7	145	65.8	165	74.8	185	83.9
126	57.2	146	66.2	166	75.3	186	84.4
127	57.6	147	66.7	167	75.7	187	84.8
128	58.1	148	67.1	168	76.2	188	85.3
129	58.5	149	67.6	169	76.7	189	85.7
130	59.0	150	68.0	170	77.1	190	86.2
131	59.4	151	68.5	171	77.6	191	86.6
132	59.9	152	68.9	172	78.0	192	87.1
133	60.3	153	69.4	173	78.5	193	87.5
134	60.8	154	69.9	174	78.9	194	88.0
135	61.2	155	70.3	175	79.4	195	88.5
136	61.7	156	70.7	176	79 8	196	89.0
137	62.1	157	71.2	177	80.3	197	89.4
138	62.6	158	71.7	178	80.7	198	89 8
139	63.1	159	72.1	179	81.2	199	90 3
140	63.5	160	72.6	180	81.6	200	90.7

(*Courtesy of American Airlines*)

L

Labels. In certain countries, special laws exist which demand the labelling of domestic and/or foreign goods as to origin, component parts, and so forth, and which, if not adhered to by exporters, might cause difficulty or even prevent entry of goods through Customs. (*See* Labels, capsules, wrappers insurance.)

Labels, capsules, wrappers insurance. (*See* Labels.) As labels, capsules, and wrappers often may be so damaged that the sale of the merchandise may be difficult or even impossible, underwriters will grant insurance against these eventual losses by a special label clause which limits claims to the cost of new labels, wrappers, and capsules and cost of reconditioning the goods, provided these goods come under the general terms of the marine policy.

Labels, copyright. *See* Copyright.

Labor, convict. *See* Convict labor.

Labor, division of. The words "division of labor" are employed to describe the number of separate actions, or stages, by which the production of an article is divided among the various men who contribute to its completion. Each of these stages attends to one particular phase of the total production process, and jointly they deliver the finished product.

Labor, indentured. *See* Convict labor.

Labor union. The union is an association of workers or wage earners who have common interests and common aims and who, by uniting their strength, try to protect such interests and achieve such aims. The unions comprise men of the same trade or handiwork, in local units sometimes called *lodges*, which again are grouped into territorial districts, all headed by a national office and, generally, a national chief. The union tries not only to protect its interests, but to improve the conditions of working, the earnings, social security, and the like, of its members.

Lade. The word used by the Treasury (Customs) for *load* (loading a ship).

Lading permit. *See* Vessel entry; Sunday lading; *specimens, pp. 900, 949.*

Laid down. A term used in connection with quotations, prices, and so forth, to signify that the goods, at the quoted or charged price, are delivered or *laid down* in the importer's country, thus including cost, insurance, transportation charges and so on, and the duty.

Lake tonnage. *See* Tonnage, coastwise.

Landed. Actually put on shore (*see* Landed quality).

Landed cost. The cost of merchandise, landed from carrier at destination, not including duty.

Landed quality. The quality of the goods after they have been landed at destination, in contrast to the shipped quality, that is, the quality of the goods when shipped (*see* Quality, landed).

Landed weight. *See* Weight, landed.

Landing (of) aircraft. *See* Aircraft entry, or landing.

Landing (of) cargo. *See* Cargo, discharge of.

Landing certificate. *See* Certificate, landing.

Languages. The foreign trader should be able to speak the language of the country that he visits to buy or sell, and that of his correspondents or customers who visit him. If he does not come into personal contact with his foreign friends, buyers and sellers, he should at least be able to read their correspondence if they address their

letters in their own native language.

This is not only necessary in order to be able really to understand what the foreigner wants, but it is a matter of policy and courtesy, as well as proof that the connection with them has been considered valuable and important enough to warrant the time necessary for such linguistic studies. Thus the effort assures better understanding.

Last day, payment. *See* Letter of credit, *heading:* "Interpretation of terms."

Last day, shipment. *See* Letter of credit, *heading:* "Interpretation of terms."

Law (on) bill of lading. *See* Bill of lading, United States law (on).

Law, code. A system of principles and rules or laws, divided into groups, thereby creating a systematic body or code of law, divided into civil, criminal, and commercial sections (or codes).

Law, common. The law which has been passed on for centuries and has won universal recognition, thereby developing a system of jurisprudence, is known as the *common law.*

Law, Customs. *See* Customs law.

Law, foreign exchange. *See* Foreign exchange law.

Law, international. The laws which serve internationally.

Law, maritime. The law referring to maritime matters.

Laws, copyright. *See* Copyright laws.

Laws (for) sales. *See* Sales laws.

Laws, tariff. The laws which all countries establish in connection with their tariff.

Lay days. (*See* Charter party; Demurrage; Dispatch money.) *Lay days* are the number of days which the owner of a vessel chartered to a second party has agreed to allow the vessel to remain in port for loading and unloading without extra charge. As the vessel earns money only when at sea (unless it is under a time charter, which includes lay days at the expense of the charterer), the charter provides for a definite sum to be paid by the charterer for any days which the vessel stays in port over and above the agreed number of lay days. This amount, so stipulated in the charter party, is called *demurrage.*

Lay down. *See* Laid down.

Lay order. *See* Cargo, discharge of; Lay days.

Lbs into gallons. *See* Gallons into pounds.

Lbs into kilograms. *See* Kilogram.

Lead, futures contract. *See* Commodity exchange, futures contract, lead.

Leakage insurance. *See* Insurance, leakage.

Leather. Leather is divided into several categories in the United States Customs Regulations according to its quality or state when landed and its use or application in the manufacture of various goods, for example, footwear, harness, saddlery, footballs, basketballs and so forth. (*See* Hides and skins.)

Legal net weight. *See* Packing, various duties; Weight, legal, net.

Legal net weight duty. *See* Packing, various duties; Weight, legal, net.

Legal person. *See* Person, juridical.

Legal rate. The official rate, in contrast to the free, prevailing rate.

Legal rate of exchange. *See* Exchange, legal rate.

Legal tare. *See* Tare, legal.

Legal weight. *See* Weight, legal.

Legal weight duty. *See* Packing, various duties; Weight, legal.

Legal weight, net. *See* Weight, legal, net.

Lend-lease. Lend-lease had a definite relationship to foreign trade. Insofar as strictly military supplies were concerned, there was no conflict with private foreign trade. It was generally recognized that the technique for furnishing these supplies could best be

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carried out on a government-to-government basis. However, civilian goods also were supplied through Lend-lease, and in this respect controversies developed between Lend-lease and private foreign traders. To make clear the relationship between Lend-lease and private foreign trade, a brief explanation of Lend-lease (although now terminated) is in order.

Lend-lease was a method of providing war aid to the United Nations. The authority for this was, "An Act to Promote the Defense of the United States," approved March 11, 1941. This Act authorized the President of the United States, within prescribed limitations and qualifications, to permit any agency of the Government to sell, transfer title to, exchange, lease, lend, or otherwise dispose of, any defense article to the government of any country whose defense was deemed vital to the defense of the United States.

Five United States agencies served as the purchasing division of Lend-lease: War Department, Navy Department, Maritime Commission, the Procurement Division of the Treasury Department, and the Department of Agriculture. Cash was paid in the United States for Lend-lease goods, and distribution was carried out through government sources in this country and abroad.

Before an article was eligible for supply through Lend-lease channels, it had to meet certain tests. The primary question in determining whether an article was Lend-leasable was whether it was necessary to the prosecution of war. However, civilian supplies also were handled through Lend-lease, and while, in this case, the end-use of these supplies in the foreign country may have been military, sometimes this was doubtful. Because of transportation difficulties and because in certain instances exporters found it hard to obtain goods under priority regulations, a phenomenon had developed which was known as *cash reimbursable Lend-lease.* This device had its origin early in the history of Lend-lease, the first usage being to enable Netherlands government interests to buy those implements of war which could not be secured in the open market. Thereafter the procedure was extended to include civilian goods. Under cash reimbursable Lend-lease the foreign sources paid cash for civilian goods, but these goods were supplied through the Lend-lease mechanism: trade was on a government-to-government basis, and private commercial channels were eliminated. Constant complaints from exporters resulted in diminishing use of the cash reimbursable procedure under Lend-lease, and in easing the impact of Lend-lease on private commercial trade.

Under the Second Revised Maximum Export Price Regulation, Lend-lease transactions were defined as export sales. They were ended in August 1945, as provided by law.

Letter (of) advice. *See* Advice.

Letter of authority to purchase. *See* Purchase, authority to.

Letter of credit. The *letter of credit* is a written instrument issued by the buyer's bank, authorizing the seller to draw in accordance with certain terms, and stipulating in legal form that all such bills will be honored. It sets forth under what terms and conditions the person in whose favor the letter has been opened may draw drafts against such credit, at the same time guaranteeing the payment or acceptance of such drafts if they comply with the letter's terms. These terms generally include complete details as to the documents which have to be attached to the drafts when presented (*see* Documents; Draft). They also state the time limit within which

the drafts have to be drawn, the currency in which they are to be drawn, and the maximum of each draft (if drawn in separate units), as well as the total amount of credit available for such drafts. The letter of credit enables the shipper to draw upon the credit-issuing bank instead of upon the importer or buyer to whom the goods have been sold and to whose order they are shipped. The buyer, when opening the credit, has made arrangements with his own bank (the issuing bank) not only to guarantee his payment, but to make payment in his stead, which arrangement in turn enables the shipper to have his draft paid or negotiated since in most cases the draft on the bank offers greater security than one drawn on the importer.

The Seventh Congress of the International Chamber of Commerce has established certain "Uniform Customs and Practice for Commercial Documentary Credits," with guiding provisions which are referred to in banks' advices of credits covering export transactions.

GENERAL PROVISIONS.

(*a*) The provisions, definitions, interpretations, &c. contained in the following Articles are to be understood as uniform directions in regard to *Commercial Documentary Credits*, applicable exclusively when other express and previously agreed arrangements between the parties do not intervene, and when such contrary agreements are not expressed in the conditions of credits or of *Commercial Letters of Credit.*

(*b*) It is essential that *instructions regarding papers or documents* required be complete and precise. If, however, this should not be the case and Banks find themselves obliged to *pay against documents* without these being particularly specified, they will refer to SECTION C of the present text. [*See* Documents against payment.] It is also necessary that the use of technical terms should not give rise to confusion, owing to different interpretation.

(*c*) The *beneficiary of a credit* can in no case avail himself of the legal relations existing between Banks, or between the Bank of the principal (purchaser) and the latter.

A.—FORM OF CREDITS.

Article 1.—Commercial Documentary Credits are essentially distinct transactions from sales contracts, on which they may be based, with which Banks are not concerned.

Article 2.—Commercial Documentary Credits may be either:

(*a*) *revocable*, or

(*b*) *irrevocable.* [*See* Letter of credit, revocable; Letter of credit, revocable, unconfirmed; Letter of credit, irrevocable; Letter of credit, irrevocable, confirmed; Letter of credit, irrevocable, unconfirmed.]

Article 3.—All credits, unless clearly stipulated as *irrevocable*, are considered *revocable*, even though an expiry date is specified.

Article 4.—Revocable credits are not legally binding undertakings between Banks and beneficiaries. Such credits may be modified or *cancelled* at any moment without the Bank being obliged to notify the beneficiary. When a credit of this nature has been transmitted to a correspondent or to a branch, its modification or *cancellation* can take effect only upon receipt of notification by the said correspondent or branch with which the credit has been made available.

Article 5.—Irrevocable credits are definite undertakings by an *opening Bank* in favour of the beneficiary. Such undertaking can neither be modified nor *cancelled* without the agreement of all concerned.

Article 6.—Irrevocable credits may be notified to the beneficiary through an *advising Bank* without responsibility on the latter's part when it has merely been asked to notify the beneficiary. [*See* Letter of credit, export, to notify.]

Article 7.—An *advising Bank* may be called upon by the *opening Bank* to *confirm* an *irrevocable credit.* In this

case, the advising Bank makes itself responsible to the beneficiary as from the date on which it gives confirmation.

Article 8.—In the event of the period of validity of the credit not being stipulated in an order to open, to notify or to confirm an *irrevocable* credit, the beneficiary will be advised of the credit for information only, and this implies no responsibility on the part of the correspondent or *advising Bank*. The credit will only be irrevocably opened or notified or confirmed later when the correspondent or the advising Bank have received supplementary details on the duration of validity.

Article 9.—When an *irrevocable credit* is opened in the form of a *Commercial Letter of Credit*, the Letter of Credit itself must include *notification* of the opening of an irrevocable credit and constitute the definite engagement by the *issuing Bank* towards the beneficiary and holder in good faith to honour all drafts issued by virtue of and in conformity with the clauses and conditions contained in the document. This document may be transmitted and/or *notified* by another Bank without engagement for the latter.

When a correspondent is instructed by cable or telegram to *notify* such Letter of Credit, the *issuing Bank* must send the original of the said Letter of Credit to the said correspondent, if it is intended to put the document itself into circulation; if any other procedure were followed, the issuing Bank would be responsible for all consequences which may result therefrom.

All the other provisions applicable to *Commercial Documentary Credits* are also applicable to the *Commercial Letter of Credit.*

B.—LIABILITY.

Article 10.—Banks must examine all documents and papers with care so as to ascertain that on their face they appear to be in order.

Payment against documents in accordance with the terms and conditions of a credit by a Bank instructed to do so binds its principal to take them up. [*See* Documents against payment.]

Article 11.—Banks assume no *liability* or responsibility for the form, sufficiency, correctness, genuineness, falsification or legal effect of any documents or papers, or for the description, quantity, weight, quality, condition, packing, delivery or value of goods represented thereby, or for the general and/or particular conditions stipulated in the documents, or for the good faith or acts of the consigner or any other person whomsoever, or for the solvency, standing, &c. of the carriers or insurers of the goods.

Article 12.—Banks assume no *liability* or responsibility for the consequences arising out of delay and/or loss in transit of cables or telegrams, letters and/or documents, or for delay, mutilation or other errors in the transmission of cables or telegrams, or for errors in translation or interpretation of technical terms, and Banks reserve the right to transmit credit terms without translating them.

Article 13.—Banks assume no *liability* or responsibility for consequences arising out of the interruption of their business either by a decision of a public authority, or by strikes, lockouts, riots, wars, acts of God or other causes beyond their control. On credits expiring during such interruption of business, Banks will be able to make no settlement after expiration, except on specific instructions from their principal.

Article 14.—Banks utilising the services of another Bank assume no *liability* or responsibility towards their principal (unless they themselves are at fault) should the instructions they transmit not be carried out exactly, even if they have themselves taken the initiative in the choice of their correspondent. Banks consider themselves authorised to make provision for credits with the Banks whose services they utilise, for the account and at the risk of the principal, and without any responsibility.

The principal (purchaser) is responsible to the Banks for all obligations imposed upon the latter by foreign laws and customs.

C.—DOCUMENTS.

Article 15.—Unless otherwise instructed, Banks consider themselves authorized to honour the *documents* which they judge necessary, if presented in a suitable form, viz.:

(*a*) *In maritime traffic:*
Full set of Sea or Ocean Bills of Lading in negotiable and transferable form;
Transferable Policy or Certificate of Insurance;
Invoice.
[*See* Bill of lading, negotiable; Bill of lading, ocean; Bill of lading, full set; Insurance policy, transferable; Insurance certificate; Invoice *headings.*]

(*b*) *In inland traffic:*
Complete set of negotiable and transferable inland waterway Bills of Lading, or
Inland Waterway Consignment Note, or
Railway Consignment Note, or
Counterfoil Waybill;
Transferable Policy or Certificate of Insurance;
Invoice.

(*c*) *In postal traffic:*
Postal Receipt;
Transferable Policy or Certificate of Insurance;
Invoice.
[*See* Postal receipt; Insurance policy, transferable; Invoice.]

Banks have the right to waive insurance papers, if the beneficiary furnishes proof satisfactory to them that the insurance is covered by the principal or the consignee of the goods.

Article 16.—The date of the *Bill of Lading*, or date indicated on the reception stamp of the Railway or Inland Waterway Consignment Notes, Counterfoil Waybills, *Postal Receipts* or other shipping documents will be taken in each case to be the date of shipment of the goods.

Article 17.—Proof of payment of the freight will be considered by the Banks sufficient if the mention "*freight paid*" or other similar expression is affixed by stamp or in handwriting on the shipping documents.

Article 18.—Shipping documents bearing reservations as to the apparent good order and conditions of the goods may be refused.

Unless otherwise implied by the conditions of credit or documents presented, Banks may honour documents stating that the goods are subject to C. O. D., insofar as such C. O. D. represents freight or transportation charges.

Bills of Lading.

[*See* Bill of lading *headings.*]

Article 19.—When Sea or *Ocean Bills of Lading* are required, the following may be accepted:

(*a*) "*Received for Shipment,*" or "*Alongside*" Bills of Lading;

(*b*) "*Port*" or "*Custody*" Bills of Lading for shipments of cotton from the United States of America, drawn under the "*Liverpool Cotton Bill of Lading Conference*" of 1907;

(*c*) *Transshipment Bills of Lading* which, apart from printed clauses, permit transshipment on the way, on condition however that the entire voyage be effected under one and the same Bill of Lading.

Should it, for technical reasons be impossible that the entire voyage be covered by the same document, transshipment Bills of Lading may nevertheless be accepted without any responsibility for the Banks;

(*d*) "*Through Bills of Lading*" issued by steamship companies or their agents. (See guiding provision No. 3).

Article 20.—Bills of Lading issued by *forwarding agents* will be refused, as also Bills of Lading for shipment by sailing vessels. (See guiding provisions No. 1 and No. 7).

Article 21.—Banks have the right to accept Bills of Lading mentioning the stowage on deck of goods of a special nature, on condition that the *insurance* covers the risks arising therefrom. [*See* Insurance (on) deck cargo.]

Article 22.—When shipment by steamship is required, Banks may consider themselves authorized to accept

Bills of Lading for shipment by *motor vessels.*

Article 23.—When "*On Board*" shipment is required and is evidenced by a "*Shipped*" or "*On Board*" Bill of Lading, the Bill of Lading date will be taken as evidence that the goods have been shipped on or before that date at the place of shipment indicated on the Bill of Lading.

When loading on board is evidenced by means of a notation, and if the documents are presented for payment or for negotiation after the date of shipment stipulated in the credit, this notation must give the date of the loading on board in the port of shipment indicated on the Bill of Lading. If the date of the loading on board is not given, the date of the notation will be considered as that of the loading on board.

Article 24.—Banks have the right to require that the name of the *beneficiary of the credit* appear on the Bill of Lading as shipper or endorser.

Railway or Inland Waterway Consignment Notes, Counterfoil Waybills, Postal Receipts.

Article 25.—Banks will consider these documents as regular when they bear the reception stamp of the railway or postal authorities, or, in the case of Inland Waterway Consignment Notes, when signed by the master. The documents must indicate as consignee either the principal (purchaser) or the opening Bank.

Article 26.—When an attestation or certificate of weight is required in the case of railway transport, Banks may refer to the indications contained in the shipping documents, on condition that weighing has been duly witnessed by means of a weight stamp or other official means. A weight attestation will only be required on special request.

Article 27.—If, in the case of shipment by rail, by inland waterway or by post, the name of the beneficiary does not appear on the transport documents, Banks may require them to be countersigned by him.

Insurance.

Article 28.—Banks may accept either *Policies* or *Certificates of Insurance* issued by companies or their agents, by underwriters or eventually by brokers. (See guiding provision No. 2.) [*See* Insurance certificate; Insurance *and* Policy *headings.*]

Article 29.—The minimum value insured must be the C. I. F. value of the goods insofar as it is possible to check it by means of the documents tendered, but in no case should it be less than the amount of the settlement, or than that of the invoice if the latter is higher.

Article 30.—Failing instructions as to the risks to be covered, Banks will accept insurance documents as tendered providing that these cover the goods against transport risks.

Article 31.—When a credit stipulates "*Insurance against all Risks*" Banks can in no way be held responsible if any particular risk is not covered.

[*See* Insurance, all risks.]

Invoices.

Article 32.—*Invoices* must be made out in the name of the principal (purchaser) or in the name of any other person designated by him.

Article 33.—In order to determine the quality of the goods, Banks may refer to the indications given in the Invoices, which should correspond with those stipulated in the credit. Banks will accept shipping or insurance documents bearing the generic description of the goods.

(*See* Invoice *headings.*)

Other Documents.

Article 34.—When other documents are required, such as: *Warehouse Receipts, Delivery Orders, Consular Invoices, Certificates of Origin, Certificates of Weight, of Quality* or *of Analysis,* without further definition, Banks may accept such documents as tendered without responsibility on their part. [*See under respective headings.*]

In special cases to be determined by Banks, the latter will require all other documents which they may consider necessary.

(*See* Documents required.)

D.—INTERPRETATION OF TERMS.

"About," "Circa" or Similar Terms.

Article 35.—These terms to be construed as allowing a difference not to exceed 10% more or less applicable, according to their place in the instructions or letters of credit, to the amount of the credit, or to the quantity or unit price of the goods.

When the goods, by their nature, do not allow the delivery of the exact quantity indicated—as, for instance, oil in barrels, ore in bulk, chemicals in bulk or in cylinders, &c.—a difference of 3% more or less will be allowed, even if the terms of the credit call for a fixed weight or measurement. [*See* About or circa.]

Partial Shipments.

Article 36.—Banks may refuse to pay for *partial shipments* if they think it advisable. (This article superseded by guiding provision No. 4.)

Article 37.—If *shipment by instalments* within given periods is specified, each instalment shall be treated as a separate transaction. The instalment not shipped within a given period cannot be added to subsequent shipments and is considered as *ipso facto* cancelled. Banks may however pay against documents for subsequent shipments provided they are made within the given periods.

Maturity or Validity.

Article 38.—The period for which all *irrevocable credits* are to remain in force must be stipulated. The period may be either a time for payment or a time for shipment. If the credit does not specify which, the Bank shall consider the date to be the date for payment and after its expiration shall refuse payment, even if the documents bear a date within the time for payment. [*See* Letter of credit, irrevocable; Letter of credit, irrevocable, confirmed; Letter of credit, irrevocable, unconfirmed.]

Article 39.—The words "*to*," "*until*," "*till*" and words of similar import applying to dates of maturity for payment or negotiation are understood to include the date mentioned.

Article 40.—When the stipulated expiry date falls on a Sunday or legal or local holiday, or upon any holiday recognized as such by the Banks, the *last day of the period of validity* will be extended until the first following business day. This does not apply to the *last day for shipment which* must be respected whatever the day.

Article 41.—The validity of a revocable credit, if no date is specified, will be considered to have expired six months from the date of the notification sent to the beneficiary by the Bank with which the credit is available and this Bank may refuse any payment after said period, unless its principal gives special instructions to the contrary.

Shipment, Loading or Dispatch.

Article 42.—"*Prompt*," "*immediately*," "*as soon as possible*," &c.: these terms, and others of similar import, are to be interpreted as a request for shipment within thirty days from the notification to the beneficiary, unless a date has been stipulated.

When the words "*departure*," "*dispatch*," or "*loading*" are used in Commercial Documentary Credits, and unless specific evidence in respect thereto is required, the Banks will consider these words as synonymous to "*shipment*," and they may be guided by the date appearing upon the Bills of Lading or other shipping documents.

Presentation.

Article 43.—Documents must be *presented* without delay. Banks may refuse the documents if presented to them too late, in other words at a date not justified by the usual time taken to cover the distance between the place of dispatch and the place where payment is made.

Article 44.—Banks are under no obligation to accept documents outside their banking hours.

Extension.

Article 45.—Any extension of the pe-

riod for *shipment* shall extend for an equal period the time fixed for presentation or negotiation of documents or drafts. (See guiding provision No. 5).

Date Terms.

Article 46.—The terms "*first half*," "*second half*" of a month shall be construed respectively as from the 1st to the 15th, and the 16th to the last day of each month, inclusive.

Article 47.—The terms "*beginning*," "*middle*," or "*end*" of a month shall be construed respectively as from the 1st to the 10th, the 11th to the 20th, and the 21st to the last day of each month, inclusive.

Article 48.—When a credit is opened as good "*for one month*," "*for six months*," &c., and the principal has not specified the date from which the time is to run, the time shall run from the date on which the beneficiary is advised by the Bank which notified the opening of the credit, and at which the credit is to be payable.

E.—TRANSFER.

Article 49.—A credit can only be *transferred* on the express authority of the principal. In this case the credit can be transferred once only, and on the terms and conditions specified in the original credit, with the exception of the amount of the credit and of the time of validity, which both may be reduced.

If a Commercial Documentary Credit is *transferred* by fractions, such fractional transfers shall be considered as constituting one single transfer only.

Authority to *transfer* a credit covers authority to transfer it to another place. Bank charges entailed by such transfers are payable by the original beneficiary unless otherwise specified. During the validity of the original credit, payment may be made at the place to which the credit has been transferred.

GUIDING PROVISIONS.

1. *In the U. S. A.*, Bills of Lading *stipulating that they have been issued under the terms of and subject to the conditions of a* "Charter Party" *are not accepted unless expressly stipulated in the Credit.*
2. *In the U. S. A.*, "*Insurance Brokers'* Cover Notes" *are not accepted unless expressly stipulated, as the banks in the U. S. A. construe the term "insurance" as either policy of insurance or underwriters' certificate of insurance.* [*See* Insurance, cover note.]
3. *In the U. S. A.*, "On Board Bills of Lading" *are not demanded unless expressly required, even though the Credit mentions the name of a steamer.* [*See* Bill of lading, ocean.]
4. *In the U. S. A., documents for* partial shipments *are accepted unless expressly prohibited; even though the Credit mentions the name of a steamer, partial shipment or shipments by that steamer are accepted.* [*See* Partial shipments.]
5. *In the U. S. A., an extension of a date for presentation or negotiation of draft and documents is not considered as extending the date of shipment.*
6. *In the U. S. A., the Definitions of Export Quotations are those known as the* "American Foreign Trade Definitions," *which were adopted at a conference held at India House, New York, on December 16, 1919, and which are now in wide use.* [*See* Definitions, foreign trade, American.]
7. *In the U. S. A.*, Railroad Through Bills of Lading *are not accepted expressly stipulated, except on exportations via Pacific ports to the Far East.*

Advantages of letters of credit to the exporter. To the exporter, the chief advantage of having a letter of credit established in his favor is that it assures him of prompt payment for the shipment when the same is ready and thus eliminates doubts as to the buyer's capacity to pay. If the credit is of the irrevocable type, the exporter is protected against cancellation of the order prior to the date specified for shipment. If the credit is also confirmed by a bank in the exporter's country, he is doubly assured as to

payment, for the responsibility of two banks is thus involved.

Advantages and disadvantages to the foreign importer. To the foreign buyer or importer, the letter of credit offers the advantage of making certain that the specified conditions as to date of shipment, documents, etc., will be complied with before payment is made. On the other hand, opening a letter of credit means that a corresponding amount of the importer's line of credit with his own bank and of that bank's line with its correspondent in the United States is tied up for the time being. In addition, there are commissions and exchange charges to be paid, adding to the cost of the goods to the importer.

Disadvantages to the exporter. The features just mentioned may work to the American exporter's disadvantage, if his product is a highly competitive one. A competing foreign exporter, for example, may not be able to quote a lower delivered price on a given product, but he may quote better terms—that is, sight draft against documents or 30, 60, or 90 days' sight, thus assuming the burden of the financing instead of placing it upon the foreign importer. The American exporter must take this fact into account when deciding upon terms of payment.

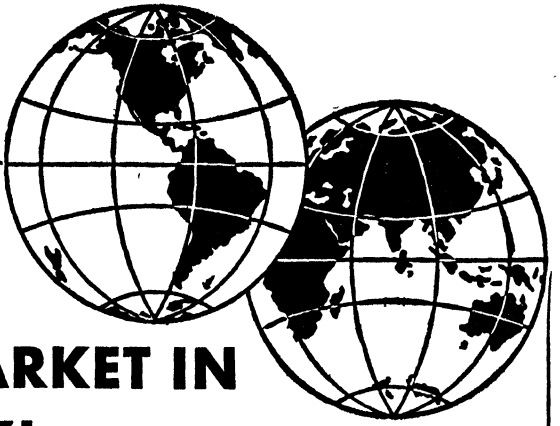
Letter of credit, acceptance (agreement). The banker's acceptance is a device for substituting for the credit of an importer or holder of merchandise, the credit of a bank or other accepting institution in such measure as to provide a readily marketable, negotiable instrument. For the promise of an individual businessman, company, or corporation to pay a certain sum at a certain date the institution substitutes its own promise, but on the basis of an agreement with the former to make payment to the accepting institution (*i.e.*, put it in funds) prior to maturity of the acceptance. The "standard commercial letter-of-credit agreement" recommended by the American Acceptance Council reads as follows:

> We agree * * * (*b*) in the case of each acceptance, to furnish you, at your (New York) office, on demand, but in any event in time to reach the place of payment in the course of the mails not later than one business day prior to maturity with first-class bankers' demand bills of exchange to be approved by you for the amount of acceptance, payable in the currency of the acceptance and bearing our endorsement, or, if you so request, to pay to you, at your (New York) office, on demand, the equivalent of the acceptance in United States gold coin at the rate of exchange then current in (New York) for cable transfers to the place of payment in the currency in which the acceptance is payable.

Banker's acceptance. In the United States the banker's acceptance is a time draft or bill of exchange which has been accepted by "a bank or trust company, or a person, firm, company, or corporation engaged generally in the business of granting bankers' acceptance credits." Upon acceptance, a draft becomes an unqualified promise to pay at maturity, and, under certain conditions, it is eligible for purchase or discount by the Federal Reserve banks. The acceptance is either discounted for the drawer by the accepting bank, or is returned to him for disposal in the market through a discount house. In either case, the funds are quickly obtained.

Acceptances on shipments. Two categories of acceptances are used in our foreign trade, to finance, respectively, (1) the shipment of goods between two countries and (2) the storage of readily marketable staples.

Under the first category, acceptances may be made (*a*) against export



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or import shipments with delivery to the bank of shipping documents or other evidence of shipment; (*b*) against goods in course of manufacture, if sold for delivery abroad, provided evidence of such sale and other documents are supplied to the accepting bank; (*c*) against sale and distribution into channels of trade of the imported or exported goods while the merchandise is still afloat or after its arrival at port of destination. Each of these steps may be financed successively by means of acceptances.

Acceptances may run up to 6 months, and, upon maturity, renewals may be agreed upon, if necessary, within the period of the customary sales terms of the commodity involved.

Acceptances against stored goods. Under the second category of transactions, the storage of staples abroad, merchants and producers can finance the marketing of their products. Drafts drawn for reasonable periods pending sale are eligible for acceptance. The drafts must be secured by warehouse receipts until sales are made. The buyer of the goods must sign a trust receipt stipulating the time when, according to the terms of sale, payment will be made.

Protection of accepting bank. There are various provisions for the protection of the accepting bank in the event the goods concerned are moved from one warehouse to another. Under certain conditions, the goods may be stored on the premises of the borrower. Drafts against staples are limited to short periods of not more than 6 months. Generally, they may not be renewed.

Conversion of credits. A warehouse credit may be converted into an export credit, as when a shipment is made out of storage. Or a shipment held in a foreign warehouse and being financed by acceptance credit may be sold, and a new acceptance credit arranged, based upon the sale.

A large part of America's cotton crop is financed by acceptances secured by warehouse receipts while the cotton is in storage in the South. Similar use of acceptances is made in the case of grain, food products, and other staples.

Acceptance credits can be advantageously established abroad in foreign currencies whenever money rates and exchange rates are favorable. Conversely, foreigners sometimes find it profitable to secure acceptance credits in the New York market.

Acceptance procedure. In cases where the exporter does not wish to send his draft on a foreign buyer through his bank for collection, or to negotiate a loan from his bank against such draft, he can arrange to have the bank accept the draft covering the shipment. Under this arrangement, the exporter draws two drafts, one on the bank for acceptance and the other on the foreign buyer for collection.

When the bank accepts the draft drawn on it, it receives the draft on the buyer and forwards it for collection to its correspondent in the buyer's country. The draft drawn on the bank is, of course, for a longer period than that on the foreign buyer, so as to cover the time required for the funds on the latter to reach the accepting bank.

Discounting acceptances. After his bank has accepted the first draft, the exporter may have it discounted either by the accepting bank or in the discount market. In either case, he receives cash at once, and at a lower discount than would be otherwise obtainable. If, however, the accepting bank does not receive the funds before the maturity date of the draft accepted by it, the exporter must tender cash. For this, among other

reasons, this type of acceptance arrangement can be effected only by exporters of good credit standing.

Letter of credit, advice. *See* Letter of credit, *heading:* "Form of credits"; Letter of credit, export, to notify; Advice. (*See specimen, page 874.*)

Letter of credit, beneficiary. *See* Letter of credit, *heading:* "General provisions."

Letter of credit, cancellation (of). *See* Letter of credit, *heading:* "Form of credits."

Letter of credit, circular. The letter of credit issued by the buyer's bank may be addressed to persons in general and mailed to the beneficiary (the exporter), either by the importer's bank or by the importer himself. Such a letter is known as a *circular letter of credit.* It must be availed of by "negotiation"; in other words, the beneficiary will draw his draft either in dollars or in foreign currency, according to the terms of the credit, on the opening bank, or some bank designated by it, and must seek out a bank which will negotiate the draft.

Letter of credit, classification. Letters of credit are *revocable* or *irrevocable,* and the irrevocable credits may be *confirmed* or *unconfirmed.* There are also other forms of letters of credit, such as the *revolving credit,* the *circular credit,* the *open letter of credit,* and the *traveler's letter of credit.* Then, again, the various classifications are combined, thus creating the *revocable but unconfirmed,* the *irrevocable and confirmed,* and the *irrevocable and unconfirmed letter of credit* (*see headings following*). Methods of payment are either sight or acceptance. (*See specimens, pages 876–879.*)

Letters are known as *simple* or *reimbursement,* depending upon the method of reimbursement, which is an inter-bank operation only.

Various forms of credit instruments and advices are used in connection with a bank's activities relating to the issuance and advising of commercial letters of credit on instructions of correspondent banks in this country and in foreign countries.

The *irrevocable credit* is issued when requested by a domestic correspondent bank or client to finance the importation or domestic shipment of merchandise. It represents irrevocable undertaking of the bank that drafts drawn and negotiated in accordance with the terms of the credit will be duly honored upon presentation.

The advice of *confirmed irrevocable straight credit* is sent when the bank is instructed by a foreign correspondent to advise a beneficiary in this country or abroad of an irrevocable credit issued by such correspondent and confirmed by the bank covering an exportation of merchandise. It provides the beneficiary with the irrevocable undertaking of the foreign correspondent, as well as of the local bank, that drafts drawn and presented in compliance with the credit will be duly honored.

When instructed to advise a beneficiary in this country or abroad of an irrevocable credit issued by a foreign correspondent to cover an exportation of merchandise, without confirmation, the advice of a *correspondent's irrevocable straight credit* is used without engagement on the advising bank's part. (*See specimen, page 874.*)

When requested by a foreign correspondent to advise a beneficiary in revocable form of an arrangement for payment or acceptance of drafts covering export shipments, the *advice of authority to pay* is used. It contains no engagement on the bank's part or on the part of the foreign correspondent and is subject to revocation or modification without notice at any time.

The *trust receipt* generally appears as part of the bank's form of advice of acceptance of a draft drawn on it. The form is sent to a domestic client with documents attached, with the understanding that the domestic client will execute and return the trust receipt to the bank. (*See specimens, pages 939 and 762.*)

Letter of credit, clean. *See* Letter of credit, open.

Letter of credit, commercial. *See specimen, page 875. See* Letter of credit, *heading:* "General provisions," *and heading:* "Forms of credit."

Letter of credit, confirmed. The notifying bank gives the beneficiary its own formal assurance that the opening bank's obligation under the credit will be performed, and it thereby "confirms" the credit. The formal assurance thus takes the form of a confirmed letter of credit. (*See specimen, page 876.*) (*See* Letter of credit, *heading:* "Form of credits.")

Letter of credit, export, to notify. When a letter of credit has been opened in favor of an exporter, enabling the latter to draw against the credit under its terms and conditions, then the exporter receives advice from the domestic bank (which handles the credit for the foreign issuing bank), notifying him that the credit has been opened and giving him full details as to its conditions and terms. (*See* Letter of credit, *heading:* "Form of credits.")

Letter of credit, import. This is the authority by the credit-issuing bank in the buyer's (importer's) country to the seller (exporter), allowing the latter to draw drafts for a specified sum, within a definite time limit, guaranteeing the honoring of the drafts if all conditions and terms of the letter of credit are complied with.

The commercial letter of credit is a recognized medium for financing imports, especially of raw materials, into the United States. Its advantage to the importer is that he can make a purchase on a cash basis, without putting up funds in advance, and is assured that the foreign seller will comply with the terms of the credit before he receives payment. Import letters of credit may be of any recognized type (revocable or irrevocable, confirmed or unconfirmed, and so on), according to the custom of trade in the commodity concerned and the credit standing of the buyer. (*See* Letter of credit *headings.*)

When the foreign seller has drawn against the importer's letter of credit, the importer pays his bank according to the terms of the credit. The credit may be on a sight basis (D/P—documents against payment), by which the importer must pay before taking possession of the goods, or it may be on a time basis of so many days after sight.

The formalities in securing an import letter of credit are similar to those necessary in the case of an export letter of credit. The same classifications also apply.

When a bank has accepted a foreign seller's draft under an import letter of credit, which it opened in behalf of an American importer, it immediately advises the latter. If the credit is on sight basis (D/P—documents against payment), the importer must pay the amount of the draft in cash before he can take possession of the goods, unless he has made arrangements for a loan for the amount from the bank. If the credit is on a time basis, the importer ordinarily cannot get the goods unless he gives the bank a trust receipt therefor. In the latter case, he gives an undertaking that he will pay over to the accepting bank the proceeds of the goods as sold, but not later than the maturity of the draft. Liquidation may be effected prior to such maturing, and in certain cases an

interest allowance covering the unexpired time is made. (*See* Draft, straight, import.)

Letter of credit, instructions. *See* Letter of credit, *heading:* "General provisions."

Letter of credit, irrevocable. (*See specimens, pages 876–878.*) Neither the issuing bank, nor the buyer, directly or through the bank, can cancel the credit before its time limit expires, as such a credit contains an express waiver of the right to cancel or revoke the credit prior to a specified date. (*See* Letter of credit, *headings:* "Form of credits"; "Interpretation of terms.")

Letter of credit, irrevocable, confirmed. (*See specimens, pages 876–878.*) This means that the letter of credit, which cannot be cancelled or revoked by the issuing bank or the buyer before its time limit expires, has also been confirmed by the notifying bank. (*See* Letter of credit, confirmed.) The bank, therefore, which notifies the opening of the credit, also advises the person in whose favor it has been established that it guarantees payment or acceptance of drafts drawn by the exporter, so that the latter is protected even if the issuing bank or the buyer should refuse to honor the drafts, as the notifying bank will pay and accept them on the basis of its own guarantee. Therefore, the confirmed irrevocable credit (also known as "straight") is the most secure of all. (*See* Letter of credit, *headings:* "Form of credits"; "Interpretation of terms.")

Letter of credit, irrevocable, unconfirmed. In the case of such a letter, the notifying bank (which advises the exporter that a credit has been opened in his favor against which he can draw drafts according to the credit's terms and conditions) does not add its own guarantee to pay or accept the drawer's drafts when presented by the exporter. However, neither the issuing bank nor the buyer can cancel or revoke the credit before its time limit expires, but the notifying bank assumes no obligation, in transmitting to the beneficiary (the exporter) the information that a credit has been opened in his favor. (*See* Letter of credit, *headings:* "Form of credits"; "Interpretation of terms.")

Letter of credit, maturity. *See* Letter of credit, *heading:* "Interpretation of terms."

Letter of credit, open (clean). This is a letter of credit which has no stipulations of any kind attached, so that the notifying bank will pay without documents or other special conditions.

Letter of credit, Oriental. *See* Purchase, authority to.

Letter of credit, purchase. *See* Purchase, authority to.

Letter of credit, reimbursement. This is an inter-bank operation only. (*See* Letter of credit, classification.)

Letter of credit, revocable. The issuing bank, or the buyer through the issuing bank, can at any time revoke such a letter of credit. The revocable letter, in contrast to the irrevocable type, is therefore not a legally binding undertaking between bank and exporter (that is, the person in whose favor credit has been opened). (*See specimen, page 879.*) (*See* Letter of credit, *heading:* "Form of credits.")

Letter of credit, revocable, unconfirmed. The revocable letter itself gives the credit-issuing bank the right to withdraw from the transaction and cancel the credit. Although the credit will generally include a time limit, this is of no positive value, as the letter sets forth the right of the issuing bank to revoke the credit before its time limit expires. As such a credit is revocable, it naturally will not be confirmed by another bank. (*See* Letter of credit, *heading:* "Form of credits.")

Letter of credit, revolving. Many im-

porters of standard-grade commodities bought more or less regularly, or seasonally in large volume, maintain buyers or agents abroad upon whom they do not care to place financial responsibility. Where a buyer or agent is making many or regular purchases abroad for his principal in the United States, the latter may open a revolving letter of credit. Such a credit enables the buyer to draw the amounts specified in the terms of sale, just as if he were drawing against a regular letter of credit; but there is a provision in the credit that amounts drawn by the beneficiary will become reavailable upon receipt of advice to that effect. The credit is therefore and thereby replenished under stipulated conditions, and the buyer or agent is thus always kept in funds to the extent of the revolving credit. This enables the issuing bank and the buyer to control availments without the necessity of opening new, individual credits. It obviates the opening of innumerable separate credits by the American importer each time he instructs his agent to buy and yet assures him that all requirements as to quality, price, etc., will be met by his buyer or agent before the invoices are paid by the correspondent. His buyer is always "in funds" to the extent of the revolving credit and can immediately fill buying orders from his principal without special authorization or the delay involved in opening straight credits.

The revolving credit may take different forms. For example, it may be drawn to cover a certain sum within a certain time limit. If the exporter in whose favor the credit has been opened makes the shipment up to that amount and within that time, and fulfills all other conditions of the letter of credit, then the credit may be automatically renewed for the same amount and for a like period, until the next and all further shipments agreed upon have been completed. The revolving credit may also automatically renew itself up to the original amount of the credit the moment that a portion of it has been used, that is, drawn against, by the exporter. Thus the original amount is automatically replenished, up to the final date of cancellation stipulated by the credit. While the revolving credit therefore may take different forms, these permit the return to the original amount on the basis of the credit's terms and time limits.

Letter of credit, simple. This is a bank's internal operation and of no interest or concern to other parties of the credit.

Letter of credit, specially advised. If the opening bank transmits the letter of credit to the exporter through its correspondent bank in the latter's country, the letter of credit is termed "specially advised." In that case, payment or negotiation of the exporter's draft thereunder will generally be undertaken by the correspondent (notifying) bank.

If the credit is "specially advised" and the notifying bank is also designated as the paying agent, it is termed a "straight" credit. The principal distinction is that under a "negotiated" credit the beneficiary must bear the cost of negotiation, while under a "straight" credit this burden is placed upon the foreign buyer.

Letter of credit, straight. *See* Letter of credit, irrevocable, confirmed. (*See specimen, page 878.*)

Letter of credit, terms. *See* Letter of credit, *heading:* "Interpretation of terms."

Letter (of) credit, transfer (of). *See* Letter of credit, *heading:* "Transfer."

Letter of credit, traveler's. This is a letter of credit issued to a traveler, generally in the currency in which it has been paid for. This letter is

addressed to all the branches or correspondents of the issuing bank, who will hand the traveler a list (or booklet) naming all banks, in all cities of all countries which the traveler intends to visit (or of a whole continent, or the world). The traveler will identify himself by the issuing bank's identification card which he generally receives with it, while the bank which honors his drafts will have specimens of the letter of credit of the issuing bank, as well as signatures of the officers who are entitled to sign such credits, in its possession. After comparing the signatures and examining the traveler's credentials, the bank generally will draw a draft on the issuing bank, which the traveler will sign, showing the number of the letter of credit against which he has drawn. Then the local bank will honor this draft, enter the amount on a page provided in the letter of credit so that banks in other cities can see how much money has already been drawn against the letter and how much more can safely be paid against it. The draft, as well as the entry in the letter of credit, is made in the currency in which the letter is issued. The bank then will convert the amount of the draft into the native currency, and pay the traveler. Generally, the bank charges a commission—which it deducts from the payment—for handling the letter of credit and, of course, also makes a profit on the exchange transaction (*see* Draft). Each letter of credit has a specific date of expiration, after which the credit may not be utilized. However, if the full amount is drawn before the expiration, the letter of credit instrument is attached to the draft which exhausts the amount of the credit and thereby cancels it. For all travelers and salesmen, this is a preferred method for carrying travel funds in larger amounts. (*See specimen, page 880.*)

Letter of credit, unconfirmed. This, in contrast to the confirmed letter of credit, has not been guaranteed or confirmed (which is equivalent to *endorsed*) by the notifying bank. Thus, all responsibility is left with the issuing bank.

Letter of credit, validity. *See* Letter of credit, *heading:* "Interpretation of terms."

Letter of hypothecation. (*See* Draft, discounting of.) When the bank discounts a draft, it obtains only the documents and not the goods as collateral; but if the bank requires the drawer to sign a letter of hypothecation, the bank obtains possession of the goods themselves and can dispose of them if the drawee does not honor the draft. The bank then sends this letter of hypothecation to its agent or branch abroad, who can then sell the goods if the draft is dishonored.

Letter (of) indemnity. (*See* Bill of lading, foul.) When the bank does not wish to accept a foul bill of lading, that is, a bill showing that the goods were shipped in a damaged condition, the shipper (so that there shall be nothing to prevent his draft from being discounted, or for any other reason) may obtain a clean bill of lading. To do so, he signs a *letter of indemnity*, on the basis of which he may obtain the clean bill of lading although the dock or mate's receipt, given on delivery of the goods to dock or ship, showed that the shipment was damaged or in bad condition. The carrier will demand such a letter generally, for it protects him and enables him to hold the shipper responsible if claims are later made at destination.

Letter of instructions, shipper's. *See* Air express.

Letter, sea. *See* Sealetter.

Liabilities, carrier and ship. *See* Responsibilities and liabilities, carrier and ship.

Liabilities, shipowner's. *See* Responsi-

bilities and liabilities, carrier and ship.

Liabilities, ship's. *See* Responsibilities and liabilities, carrier and ship.

Liability. Denotes that for which one is liable: damage, payments, contracts and so forth.

Liability, air. *See* Damage, air; Insurance, air.

Liability, bank. *See* Letter of credit, *heading:* "Liability."

Liability, limited. *See* Limited; Corporation.

Liability, sea shipments. *See* Damage, sea shipments; *appropriate* Insurance *headings.*

Liability, shipowner's. *See* Insurance, protection; Damage, sea shipments; *appropriate* Insurance *headings.*

Liability, warehouseman's. *See* Warehouse receipt.

Library of Congress. The collections and services of the Library of Congress have an important, if indirect, bearing upon the promotion of our foreign trade. The agency charged with the primary responsibility in this matter is, of course, the Bureau of Foreign and Domestic Commerce in the Department of Commerce, which serves as the direct liaison between American business interests and the government. Other units of the Department, such as the Bureau of the Census and the Patent Office, are likewise engaged in complementary portions of the same field. The multifarious activities of the Department of Commerce represent, however, only a part of the total activity of the Federal Government in the subject of foreign trade. The Departments of State, Treasury, Interior, Agriculture, and Labor, as well as other federal agencies, apply millions of dollars annually to research alone in statistics and the social sciences. Sanford Schwarz, in his survey entitled *Research in International Economics by Federal Agencies* (New York: Columbia University Press, 1941), reveals the wide scope and volume of the government's research bearing on international economic conditions.

The function of the Library of Congress is not to duplicate this research, but to assemble and make accessible, as far as humanly possible, the printed and near-printed sources, domestic and foreign, which will enable the staffs of experts in governmental and private agencies to digest and interpret these sources. In the field of government documents, the responsibility of the Library of Congress is especially important. It is constantly striving to make accessible the official publications as issued currently by the various national jurisdictions as well as those of state, provincial, colonial, and the more important local governments. Official gazettes, parliamentary proceedings and documents, reports of committees of inquiry, statistical series, periodicals, reports, rules, regulations, and other publications of the different governmental agencies are all represented so far as the Library has been able to secure them, regardless of language and form of publication.

Since one of the primary objectives of the Library of Congress is the possession of all books and other material which express and record the life and achievements of the people of the United States, its collections include the raw materials (existing in printed sources) of the development of business and industry in the United States. Business periodicals, industrial directories, house organs, trade catalogs, and loose-leaf services in the investment, commercial, and legislative fields, as well as pamphlets of all kinds, issued by associations, research bureaus, chambers of commerce, business firms, large industries, advertising agencies, travel bureaus, and other organizations are acquired in great number, although completeness

is far from being achieved. This material is, of course, indispensable to the historian of economic life in the United States and to a picture of American business relations with foreign countries.

The Library of Congress is not, of course, the only agency of the government which collects books. Most of the departments and agencies have their own specialized libraries. But the Library's collecting is peculiarly facilitated by the provisions of copyright deposit and the system of document exchange. In the preparation of printed catalog cards it performs a service by which every specialized library in the country is enabled to devote its energies to the fields in which intensive cultivation is desired.

With the outbreak of World War II, there arose an unprecedented demand on the part of the war agencies for foreign national, industrial, statistical, and technological year books, directories, and periodicals, materials absolutely essential for research in foreign economic and industrial conditions. This demand disclosed serious weaknesses in the Library's holdings in certain areas, which have since been strengthened so that the Library of Congress is in an excellent position to help foreign traders.

Although the Congress and the executive agencies of the Federal Government have prior claim to the loan and reference facilities of the Library, the American businessman can obtain, as can any member of the public, those services and facilities which the Library staff is equipped to give and which can be given without interference with governmental service. Through its interlibrary loan service he is able to borrow material not usually available in his local library, and through its reference service he is guided to sources with which he may have been unacquainted.

Indirect though it be, perhaps the most important single contribution of the Library to the American business community is the assistance which its Legislative Reference Service gives to the Congress in shaping domestic and foreign policy. It should be remembered that American foreign commercial policy does not exist in a vacuum, but reflects the interests and policies, commercial and cultural, which compete at home on the American scene. This interrelation is well described by the National Resources Committee in its *Progress Report* (December 1938), p. 18:

> The trade agreements program does not stand alone, however, but dovetails with other programs of the Federal Government. This is particularly true of the farm program, where a healthy restoration of our foreign trade means increased markets, both at home and abroad, for farm products. It is also true of our industrial, social welfare, transportation, and fiscal and monetary policies. Any program which the Government may undertake to stabilize our internal economy bears a very intimate relationship to its program for gearing that economy to international trade.

The questions which face the Congress concern highly technical problems of economics, national finance, engineering, social welfare, and national defense. In order to aid its consideration of these complicated questions, the Congress recently passed the Legislative Reorganization Act of 1946, which charges the Legislative Reference Service of the Library of Congress with the duty of assisting Committees or individual Members by analysis, appraisal, and evaluation of legislative proposals, by the preparation of digests, indexes, and other compilations, and by other pertinent research. The vast resources of the Library are necessarily drawn upon for these operations.

License, export. The certificate or license which permits the export of a product or material. It is generally demanded when a government exercises control (*see* Export control) over its exports, for any reason whatever, notably in war (*see* Export restrictions; Restraint (of) trade). The licenses may be of a general nature, "to cover exportation of certain commodities to given countries of destination," or individual licenses for specifically named articles to specific destinations, or other types of licenses also may be issued (under United States Export Control Regulations). A license to export any given article is valueless if the article is not available, or if, on account of a war or other priority ruling, it cannot be obtained for export purposes. For this reason, export control in the United States is co-ordinated with supply assistance.

There may also be special reasons for the need of export licenses, at any time, to protect the health of a nation, an industry, or agricultural or other national production. From the United States, for example, no tobacco seed and/or live tobacco plant (*see* Tobacco) can be exported without a special license granted by the Department of Agriculture.

License, import. This is the certificate which permits the import of a product or material, demanded generally when a government exercises import control, in peace or war, or for statistical and other control reasons. Such import controls depend on supply, shipping, and, in time of war, on strategic considerations, and extend not only to commodities and manufactured goods, but also to foodstuffs. Again, the import license may be needed in case of restrictions on importations for any reason whatever (*see* Import restrictions), or to protect an industry, production, or the health of a nation. (*See* Import license.) For example, imports into the United States of certain agricultural products require a special license. (*See* Plant or plant product imports.) Import licenses may also be required by a country in order to limit effectively purchases by its own nationals in foreign countries and thus permit control of foreign exchange (*see* Exchange control; Quota).

License, ship's (steamer's). *See* Vessel, license.

License tax, export-import. The tax which in some countries (or at certain times) has to be paid in conjunction with the granting of an export or import license, in addition to the regular import duties. When a government licenses its exports or imports, or both, such a special tax establishes a more complete check on such licenses. (*See* Tax, export; Import tax.)

License (to) unload. *See* Vessel entry; License (to) unload (unlade), special.

License (to) unload (unlade), special. Special licenses are granted by the Customs for monthly and overtime lading and unlading of vessels, as per Customs Regulations.

Lieber's. *See* Cable code.

Lien, warehouseman's. *See* Warehouse receipt.

Lift, heavy. Synonym for *heavy cargo.*

Light money. *See* Tonnage tax.

Lighter insurance. *See* Insurance, craft and lighter.

Lighterage. Customs lighterage must be licensed (*see* Bills of lading, railroad; Cartage, Customs).

Lighterage district. *See* Bills of lading, railroad.

Lighterage, free. (*See* Railroad lighterage.) Goods shipped by railroad, provided that the bills of lading are marked for export (and import), will receive free lighterage for carload lots (with certain exceptions, such as bulk freight) from or to alongside steamer or steamer's dock at New York or

other port where free lighterage is permitted (*see* Bill of lading, railroad; Bush Terminal Company; New York Dock Company).

Lighterage zone. *See* Bill of lading, railroad.

Lightermen. The men working on lighters within Customs district must be licensed.

Limited. *Limited*, abbreviated *Ltd.*, at the end of the name of a British firm, indicates that the firm is a registered company (corporation), whose stockholders, partners, or owners have limited their liability to the maximum represented by the total of their investment in the company. (*See* Corporation; Proprietary limited.)

In Latin America, the Sociedad en Comandita means that one or more of the partners are unlimitedly and jointly liable for common transactions, while the other partner or partners are only liable to the amount of his or their contribution. The firm name of an association of this kind may take either of two forms: when there is only one unlimited partner, and one or several partners of limited liability, in which case the firm name is formed by the individual name of the unlimited partner with the additional words, "Sociedad en Comandita" (abbreviated *S. en C.*).

Limited liability. *See* Corporation; Limited; Insurance, free of particular average.

Limited partnership. *See* Limited.

Line, Plimsoll. *See* Plimsoll line.

Line service. *See* Line traffic.

Line traffic. This denotes definite routes and definite schedules.

Liner. A steamer or airplane catering more to passenger than to freight service, in some cases not carrying any cargo at all. The liner generally is designed for quick service and covers regular routes (*see* Line traffic) at definitely scheduled periods.

Liquid funds. *See* Funds, liquid.

Liquid reserve. *See* Reserve, liquid.

Liquidation. The winding up or settlement of a business, a debt, or duties. (*See* Entry liquidation; Duty, liquidation; Duty, payment (of).)

Liquidation (of) duty. *See* Duty, liquidation; Duty, payment of; Entry liquidation.

List, free. *See* Free list.

List, importers'. *See* Importers' List.

List, packing. *See* Packing list.

List, passenger. The list carried by the vessel or airplane, showing the names, nationalities, and other data, when necessary, concerning passengers, for Customs, immigration, emigration, police, and other control, both in the country it leaves and in that it enters. (*See specimen, page 881.*)

List price. The price of goods as listed (generally in print), as the basis for price calculations. From this list price are subtracted the discounts, rebates, or commissions to which the individual buyer is entitled according to agreements made, or quantities ordered, and to it are added the freight charges and all other expenses if the quotation or the billing is on any other than an f.o.b. factory or *loco* basis. Ten per cent off list, therefore, means that the buyer can obtain the goods at the published or printed quoted list price, less 10 per cent as a special discount.

List, stores. A list of the ship's or vessel's (including airplane's) stores, such as provisions for ship's use and not as cargo. (*See* Stores, ship's.)

Listing. The packing list, on which all articles in a case or crate should be enumerated and detailed as to size, weight, and measurement, according to the character and usual classification of the goods shipped.

Listing, ship's. All ships flying the American flag are listed by the United States Government; and all countries, in one form or another, pursue the same policy (*see* Vessel registry).

Living standard. *See* Standard (of) living; Purchasing power.

Lloyd's. The world-known British association of underwriters which originated in a London coffee-house belonging to Edward Lloyd. These meetings in London developed into the insurance institution known as "Lloyd's," underwriters (*see* Insurance) of marine insurance. As the risks taken by the underwriters were based on the judgment of the condition, age, and seaworthiness of the vessels that were insured, or the cargoes of which were insured, the greatest possible details of ships and shipping were accumulated for this purpose and this service, eventually becoming established as *Lloyd's Register.* (*See* Lloyd's *headings;* Marine insurance broker; Underwriter.)

Lloyd's Agent. (*See* Lloyd's *headings.*) An Agent of "Lloyd's" of London. Located in all parts of the world. One of his chief duties is to protect Insurance Companies' interests by acting as Claim Agent for them. In this capacity he surveys and certifies to losses, without prejudice, however, to the question of Underwriters' liability.

Lloyd's Register of Shipping. This book, issued annually in July, contains the names and classes of and detailed information concerning the vessels classed by *Lloyd's Register* and the late *Underwriters' Registry for Iron Vessels.* It gives particulars, as far as possible, of all sea-going merchant vessels in the world, of all iron and steel vessels trading on the North American Lakes, of 100 tons and upwards, and of vessels fitted with refrigerating appliances. A list of owners of ships is recorded in the Register Book.

Lloyd's risks. When a risk is insured, or underwritten, at Lloyd's, the whole amount is guaranteed (or underwritten) by a number of parties, but only one policy is issued to cover the amount and the object insured. Therefore, numerous parties participate, each of whom accepts not a joint but a separate risk, and each of whom is liable only for his part as appears on the policy.

The fact that each underwriter is liable only for his part in practice presents no difficulties, and since the passing of the British Insurance Act of 1909 (although there have been two major wars) there has not been a single instance where the failure of a Lloyd's underwriter has caused a penny's worth of loss to any holder of a Lloyd's policy making a legitimate and bona fide claim thereunder. The reason for this is shown in a book published by Mr. Beeman, himself an underwriter at Lloyd's, from which we quote as follows:

"In the remote event any member should prove unable fully to meet his underwriting liabilities * * * the defaulting member would fall successively upon the following:— (1) The premium trust fund of the defaulting member. (2) Any reserve which the underwriting agent of the defaulting member has accumulated on the latter's behalf. (3) The personal fortune of the defaulting member up to the last penny thereof. (4) The deposits made by the defaulting member and held by the Corporation of Lloyd's in his own name. (5) The central guarantee fund. (6) The Lloyd's underwriters who had subscribed such statutory guarantees as had been provided and in respect of the defaulting member."

The item referred to under (6) is a guarantee required of all underwriters, under which his liability is guaranteed fully by other underwriters not members of his own syndicate, and inasmuch as no underwriter is allowed to guarantee another one for more than 200 pounds, the result is that an underwriter doing a large business would

in practice have several hundred other underwriters guaranteeing him.

The central guarantee fund referred to is more than a million pounds and is kept for the sole purpose of covering cases where any underwriter might become insolvent.

In addition to the foregoing protection for Lloyd's policyholders, in 1939 an American Trust Fund was created with the City Bank Farmers Trust Company as Trustee, and this Trust Fund is solely for the protection of American policyholders, and at the present time this Trust Fund is more than $60,000,000.00.

Load, bare. *See* Ballast.

Loading permit. *See* Vessel entry; *see specimen, page 900.*

Loadline. *See* Vessel, loadline.

Loadline certificate. *See* Vessel clearance; Vessel, loadline.

Loan (on) draft. *See* Draft, loan.

Local acceptance. *See* Draft acceptance, local.

Local bill of lading. *See* Bill of lading, local.

Loco. The price of goods at the place of purchase. It is equivalent to *ex warehouse.*

Loco invoice. Goods billed at their cost at place of purchase (*see* Loco).

Loco price. Price charged for goods at the place of purchase (*see* Loco).

Loco quotation. Quotation made for goods at the place of purchase (*see* Loco).

Long credit. Generally beginning with sixty days.

Long draft. For longer than sixty days after sight.

Long selling. *See* Bull.

Long ton. *See* Ton, long.

Loss. *See* Insurance, loss; Responsibilities and liabilities, carrier and ship.

Loss, air. *See* Damage, air.

Loss (or) damage on railroads. In the United States, such loss or damage can be claimed on a standard, recognized form (*see specimen, pages 823–824*).

Loss (of) goods. *See* Insurance, loss; Responsibilities and liabilities, carrier and ship.

Loss, insurance. *See* Insurance loss.

Loss, sea shipments. *See* Damage, sea shipments; Responsibilities and liabilities, carrier and ship.

Loss, total constructive. *See* Insurance, constructive total loss.

Lower than standard quality. A quality that is below the standard established or recognized for a product or article.

Ltd. Abbreviation for *Limited.* (*See* Limited.)

Lumber charter. Common carriers freight (carry) lumber on the regular bills of lading used by them for all commodities transported. The predominating groups of lumber boats are known as *contract carriers*, which use a uniform contract of affreightment prepared by the Pacific Lumber Carrier's Association (*see specimen, pages 883–884*). The only lumber which might move under charter is that under private carriage, and generally no documents whatever are involved, but there is very little of this type of movement, since all the shipowners have either common-carrier or contract-carrier operating rights.

Lump-sum charter. *See* Charter, lump-sum.

M

Machinery insurance. Because the partial loss of machinery, or damage to parts of it, may render it unsalable or unusable, insurance companies will cover the risk but limit it to the cost of the parts lost or damage done, that is, replacement and repairs.

"Made in." On merchandise and invoices, the notation "made in" generally denotes the country of origin, unless for fraudulent purposes a country different from the one in which the goods were really produced or from which they were shipped is inserted after these two words. (*See* Description (of) goods.)

Magazines, foreign trade. A great number of magazines cater almost exclusively to foreign trade, including importing, exporting, and shipping. But in addition to these are a great number that deal indirectly with foreign trade and serve its interests and expansion, for example: all the various trade magazines dealing with trade and commerce in general as well as with the interests of specific groups (such as oil, rubber, and textiles) all of which are interested and in most cases directly involved in foreign trade transactions of every kind as importers, exporters, shippers, producers, or factory owners. (*See* Trade papers.)

Mail contract. A contract given by the Post Office to a carrier line (sea, air, or rail) for the carrying of mail. Mail is considered cargo and is listed on the cargo manifest as a tonnage item.

Mail entry. *See* Customs entry, *heading:* "Mail entry."

Mail importation. *See* Import (by) mail; Mail entry.

Mail selling. *See* Selling (by) mail.

Mail transfer. Refers to transfer of funds, by mail. (*See* Bank, foreign remittances and transfers of funds; *see specimen, page 750.*)

Manager, export. *See* Export manager.

Manager, import. *See* Import manager.

Managers' Club, Export. *See* Foreign trade clubs.

Manifest. The name of the document or declaration which lists in detail all the bills of lading issued by a vessel or its agent or master; in other words, a detailed summary of the total cargo of a vessel, which is used principally for Customs purposes. It is a written, true account of a cargo, containing a list of all separate packages and cases as well as unpacked cargo, with their marks, numbers, and destination. (*See also* Steamer documents, outgoing and incoming; Manifest *headings.*) (*See forms, pages 885–890.*)

Manifest, aircraft. *See specimen, pages 889, 890. See* Aircraft manifest.

Manifest, export, shipper's. *See* Export shipper's manifest.

Manifest (of) goods, subject to Customs inspection and permit. *See* Entry, transportation and exportation.

Manifest, inward foreign. The master of every vessel arriving in the United States and required to make entry (*see* Vessel entry) must have a *manifest* on board (*see specimen, page 886*) and must deliver the original and one copy to the boarding officer, one copy to the discharging inspector, and one copy to the controller of Customs. The United States regulations for the inward foreign manifest include also a list of passengers and their baggage, if any, and the specification in a separate manifest of the ship's stores (*see* Stores, ship's). *See also* Steamer documents, outgoing and incoming.) The law states:

The master of every vessel arriving in the United States and required to make entry shall have on board his vessel a manifest in a form to be prescribed by the Secretary of the Treasury and signed by such master under oath as to the truth of the statements therein contained. Such manifest shall contain:

First. The names of the ports or places at which the merchandise was taken on board and the ports of entry of the United States for which the same is destined, particularly describing the merchandise destined to each such port: *Provided*, That the master of any vessel laden exclusively with coal, sugar, salt, nitrates, hides, dyewoods, wool, or other merchandise in bulk consigned to one owner and arriving at a port for orders, may destine such cargo "for orders," and within fifteen days thereafter, but before the unlading of any part of the cargo such manifest may be amended by the master by designating the port or ports of discharge of such cargo, and in the event of failure to amend the manifest within the time permitted such cargo must be discharged at the port at which the vessel arrived and entered.

Second. The name, description, and build of the vessel, the true measure of tonnage thereof, the port to which such vessel belongs, and the name of the master of such vessel.

Third. A detailed account of all merchandise on board such vessel, with the marks and numbers of each package, and the number and description of the packages according to their usual name or denomination, such as barrel, keg, hogshead, case, or bag.

Fourth. The names of the persons to whom such packages are respectively consigned in accordance with the bills of lading issued therefor, except that when such merchandise is consigned to order the manifest shall so state.

Fifth. The names of the several passengers aboard the vessel, stating whether cabin or steerage passengers, with their baggage, specifying the number and description of the pieces of baggage belonging to each, and a list of all baggage not accompanied by passengers.

Sixth. An account of the sea stores and ship's stores on board of the vessel.

. . .

The master of every vessel and the person in charge of every vehicle bound to a port or place in the United States shall deliver to the officer of the customs or Coast Guard who shall first demand it of him, the original and one copy of the manifest of such vessel or vehicle, and such officer shall certify on the back of the original manifest to the inspection thereof and return the same to the master or other person in charge.

. . .

Any master of any vessel and any person in charge of any vehicle bound to the United States who does not produce the manifest to the officer demanding the same shall be liable to a penalty of $500, but if the collector shall be satisfied that the manifest was lost or mislaid without intentional fraud, these penalties shall not be incurred. * * *

. . .

Immediately upon arrival and before entering his vessel, the master of a vessel from a foreign port or place required to make entry shall mail or deliver to the comptroller of Customs for the district in which the port of entry is located, a copy of the manifest, and shall on entering his vessel make affidavit that a true and correct copy was so mailed or delivered, and he shall also mail or deliver to said comptroller of customs a true and correct copy of any correction of such manifest filed on entry of his vessel. Any master who fails so to mail or deliver such copy of the manifest or correction thereof shall be liable to a penalty of not more than $500.

. . .

The manifest of any vessel arriving from a foreign port or place shall separately specify the articles to be retained on board of such vessel as sea stores, ship's stores, or bunker coal, or bunker oil, and if any other or greater quantity of sea stores, ship's stores, bunker coal, or bunker oil is found on board of any such vessel than is specified in the manifest, or if any such articles, whether

shown on the manifest or not are landed without a permit therefor issued by the collector, all such articles omitted from the manifest or landed without a permit shall be subject to forfeiture, and the master shall be liable to a penalty equal to the value of the articles.

(*See specimens, pages 794–796.*)

Manifest, outward foreign. Vessels clearing for a foreign port, from a United States port, must file a manifest with the Customs covering the complete lading of the vessel and such export declarations or certificates as are required by pertinent and active regulations. The master's oath must be properly executed on the manifest before it is accepted. (*See* Vessel clearance; Steamer documents, outgoing and incoming; *see specimens, pages 887–888, 945, 889.*)

Manual, Customs. *See* Customs Service.

Manufacture, certificate (of). *See* Certificate (of) manufacture.

Manufactured goods. Goods which result from manufacturing processes.

Manufacturer, foreign. *See* Foreign manufacturer.

Manufacturer's agent. (*See also* Agent, export, manufacturer's.) The manufacturer's export agent is a selling agent (person or firm) who represents the manufacturer and resides in the United States or abroad. He handles products that must be sold, while the indent commission house, functioning in its primary capacity, takes orders for things the foreign buyer wants. He either has the sole or exclusive agency for all of the manufacturer's production, or for part of it; again, he may represent the manufacturer in certain countries of the world or on certain continents, or throughout the world. The arrangement may be of various kinds: if the agent is a commission agent, he will receive a commission on all goods sold for the manufacturer, who, according to the arrangement made, will either bill the goods direct to the foreign buyer, ship direct and collect direct, and pay the agent his commission on the net invoice value after the invoice has been paid in full; or he may ship the goods to the agent, who will attend to shipment, bill direct and collect (that is, take the risk of credit, for he knows his foreign customer better than his principal, the manufacturer, does) on the understanding that he may add a definite percentage, as his commission, to the invoice, or he may have an agreement to bill at the manufacturer's general export prices and receive his commission from the manufacturer in the form of a special remittance or discount. Again, the manufacturer's agent may act as a merchant, buy the goods from the manufacturer whom he represents, and bill and collect, making his own prices. The agent abroad may act in exactly the same capacities toward his domestic customers, that is, sell to them, but have the manufacturer ship and bill direct, paying him a commission; or he may have the goods consigned to himself, attend to their clearance and delivery, and bill at the manufacturer's prices, less a special agent's discount payable to him; or he may act for his own account, importing the goods from the manufacturer whom he represents, having them billed to himself, and distributing or selling and delivering them to his customers at his own prices and on his own terms. When he acts for his own account, he is functioning as a merchant, not as an agent. (*See* Agent *headings;* Representative, manufacturers'.)

Manufacturer's branch, abroad. *See* Factory branch, abroad.

Manufacturer's export agent. *See* Agent, export, manufacturer's; Manufacturer's agent; Representative, manufacturers'.

Manufacturing (in) bond. *See* Free port.

Manufacturing warehouse. *See* Warehouse, bonded.

Margin. This word has several meanings. It can refer to insurance, or to security on futures or other exchange transactions. (*See* Futures.) In the latter case it is the term used for the deposit which is required in order to secure and guarantee performance of a sales or purchase agreement. The first deposit thus made, which is called the *original margin*, can be supplemented later by further deposits in case of price variations of the original contract price. Such margin regulations vary on the different exchanges and may be obligatory or by agreement; but in most cases, both buyer and seller must deposit the same security or margin when it is demanded, or must be paid according to regulations and rules. (*See* Clearing house, various functions.)

Marine activities, Customs. *See* Customs service, *heading:* "Marine activities."

Marine document. A document which refers to maritime matters. In official language, the "marine documents" include the registry, enrollment, and license of a vessel. (*See* Vessel inspection.)

Marine engineering. Regulations are incorporated in the respective publications of the United States Coast Guard, which is charged with the responsibility of seeing that they are carried out and adhered to. (*See* Marine inspection; Vessel inspection.)

Marine inspection. This is a function of the United States Coast Guard, formerly handled by the Bureau of Marine Inspection and Navigation of the Department of Commerce. The laws governing marine inspection prescribe in detail how this is to be carried out, for every type of vessel. (*See* Vessel inspection.)

Marine Inspection, Bureau of. *See* Marine inspection.

Marine insurance. *See* Insurance, marine.

Marine insurance broker. (*See* Insurance broker.) Marine insurance is generally handled through brokers who receive their compensation not from the insured, but from the underwriters, in the form of a commission on the premiums paid.

Marine insurance policy. *See* Insurance policy.

Marine underwriters. *See* American Institute of Marine Underwriters; Insurance underwriter.

Marine waters of the United States. *See* Waters, marine, of the United States.

Maritime Commission (United States). The United States Maritime Commission was created by the Merchant Marine Act, 1936.

The policy declared in the Merchant Marine Act, 1936, follows: "It is necessary for the national defense and development of its foreign and domestic commerce that the United States shall have a merchant marine (a) sufficient to carry its domestic water-borne commerce and a substantial portion of the water-borne export and import foreign commerce of the United States and to provide shipping service on all routes essential for maintaining the flow of such domestic and foreign water-borne commerce at all times, (b) capable of serving as a naval and military auxiliary in time of war or national emergency, (c) owned and operated under the United States flag by citizens of the United States insofar as may be practicable, and (d) composed of the best-equipped, safest, and most suitable types of vessels, constructed in the United States and manned with a trained and efficient citizen personnel. It is hereby declared to be the policy of the United States to foster the development and encourage the maintenance of such a merchant marine."

Organization. The act provides that the Commission shall be composed of five members, to be appointed by the President with the advice and consent of the Senate, with not more than three of its members from the same political party.

The duties of the Commission include the investigation and determination of the ocean services, routes, and lines from points in the United States to foreign markets essential for the development and maintenance of the foreign commerce of the United States and the determination of what additions and replacements of the American merchant marine are required to create an adequate and well-balanced merchant fleet to provide shipping service on all routes essential for the flow of the foreign commerce of the United States, and investigation of other maritime problems arising under the act. The regulatory powers possessed by the Commission extend to all common carriers by water engaged in *foreign commerce* of the United States and to all persons carrying on the business of forwarding or furnishing wharfage, dock, warehouse, or other terminal facilities in connection with common carriers by water. These powers are principally in relation to rates, fares, charges, regulations, and practices.

Ship construction. Under the 1936 Act the Commission adopted, prior to the outbreak of the European war, and did carry out the long-range ship-construction program of 500 ships in 10 years. This program was accelerated at the outbreak of the European war and has been further accelerated in order to meet national defense and war requirements for the standard type vessels designed in accordance with the requirements and purpose of the 1936 act. In World War II, under emergency and wartime legislation and appropriations, the Commission carried out a program for the construction of a large number of merchant ships and others of special types.

The great bulk of the shipyard facilities utilized in the wartime shipbuilding program were constructed under the jurisdiction of the Maritime Commission. These Government-controlled plants were operated by private conçerns under contract with the Commission.

The Commission's program from 1942 to 1946 resulted in the completion of approximately 54,153,000 tons, deadweight, of ships in 1942. In 1943 the Commission completed more than 19,000,000 tons. These vessels, with the exception of those acquired by the military branches of the Government, were operated under the jurisdiction of the Commission.

Construction-differential subsidy. To aid a citizen of the United States in the construction of a new vessel to be used on a service, route, or line in the *foreign commerce* of the United States determined to be essential, the Commission is empowered to have the vessel constructed in a shipyard in the United States, to pay such construction cost, and to sell the vessel to the applicant for an amount equal to the estimated cost of the construction of the vessel if it were constructed in a foreign shipyard. The difference between the cost of constructing the vessel in the United States and the estimated cost of constructing the vessel in a foreign shipyard is termed a *construction-differential subsidy*, but in no case may such subsidy exceed 50 per cent of the cost of the vessel.

Transfer of vessels to aliens. The Commission regulates the sales to aliens, and the transfer to foreign registry, of vessels owned in whole or in part by citizens of the United States and documented under the laws of the United States, and, in

time of war or national emergency proclaimed by the President, of vessels so owned without regard to documentation.

Insurance. Under authority conferred by title XI of the Merchant Marine Act, 1936, the Commission may, upon application of a mortgagee, insure mortgages on all types of passenger and cargo vessels, tugs, towboats, barges, dredges, and fishing vessels owned by citizens of the United States. To be eligible for such insurance, the mortgage must be to secure a new loan or advance to aid in the construction, reconstruction, or reconditioning of a craft, and the amount of the mortgage insured may not exceed 75 per cent of the cost of such new construction, reconstruction, or reconditioning.

Regulatory powers. The regulatory powers possessed by the Commission extend to all common carriers by water engaged in *foreign commerce* of the United States and to all persons carrying on the business of forwarding or furnishing wharfage, dock, warehouse, or other terminal facilities in connection with common carriers by water. These powers are principally in relation to rates, fares, charges, regulations, and practices. The Commission possesses quasi-judicial authority to receive and determine complaints of shippers, passengers, and others alleging unreasonableness or unjust discrimination by common carriers by water and others subject to its regulatory authority and the method for the enforcement of orders of the Commission, including orders directing the payment of money in reparation for violation of statutory provisions, as prescribed in the shipping acts. An important regulatory power vested in the Commission is the approval, disapproval, or modification of agreements entered into between common carriers by water subject to its jurisdiction respecting cooperative working arrangements. The Commission's approval of such agreements, commonly referred to as *conference agreements,* excepts the parties thereto from the operation of the Sherman Antitrust Act, Wilson Tariff Act, Clayton Act, and supplementary acts and amendments directed at monopolies in restraint of trade.

Maritime law. The law that affects maritime matters. (*See* Maritime Commission.)

Mark (or **Chop**). *See* Chop.

Mark (of) origin. *See* Country (of) origin.

Market, abroad. *See* Foreign market.

Market analysis. An analysis of the potentialities of a market with regard to its purchasing power, its ability to absorb certain products or materials, its production and raw materials with regard to both the possibility of their export as well as of their importation (such as machinery for mines and saws for logging mills), the whole done for the purpose of analyzing the economic condition of the market to determine both the ability to sell and the capacity to buy (earning power). (*See* Geography, commercial.) When an agent or local representative is to make an estimate of the competitive situation, the following questions will show what his analysis should disclose to the foreign trader:

1. How much of the product is produced locally?
2. How much is imported?
3. From what countries, principally?
4. Through what trade channels is it distributed?
   What sales territories?
5. At what prices is it sold to the consumer?
   To the retailer?
   To the wholesaler or jobber?
6. Is it advertised?
   Through what media?

To the consumer?
To the retailer?
To the wholesaler or jobber?

7. What are the qualities of the product in greatest demand?
Reasons.
8. What credit, shipping, and finance terms are demanded by local distributors?
Granted by other manufacturers—American and foreign?
9. Is the product stocked?
By retailers?
By wholesalers or jobbers?
By importers or branch houses?
10. What is the general credit situation in the market?
In the trade?
11. What are the buying seasons?
How are they determined?
By what factors regulated?
12. Is servicing a factor in sales?
13. Are sole agencies desirable?
Should there be general distribution?
14. What is the exchange situation in its effect on general price structure?
On the release of foreign exchange?
15. Is the product subject to special taxation of any kind?
Consumption?
Sales?

The above questions may be supplemented by questions on installment sales in the case of such products as motorcars and machinery; on consignment sales in the case of certain types of raw materials; on methods of bidding in the case of equipment purchased by governments, states, municipalities, public utilities, and large industrial concerns.

Many elements enter into the competitive price structure, in any given market. Low wages paid by foreign competitors may be offset by high costs of transportation of raw materials. Preferential export freight rates may be offset by higher ocean freight rates, by reason of distance from the market or higher cost of operating the merchant marine, or because of lack of adequate shipping facilities.

An effective method of judging the force and character of foreign competition is to obtain samples of the products being imported from other countries, with prices and terms of sale. Where this is impracticable, copies of foreign catalogs can easily be obtained from the trade.

(*See* Market survey.)

Market, contract. *See* Contract market.

Market, domestic. (*See* Market, inland.) The market in the country of residence. The home market.

Market, foreign. The market in a country of nonresidence. The market abroad.

Market, inland. The home market, in contrast to the foreign or export market. (*See* Inland market.)

Market, money. The market for short-term loans, discounts, and drafts.

Market overseas. The market in a country separated by an ocean from the country of residence.

Market, produce. *See* Produce market.

Market, spot. *See* Cotton exchange.

Market survey. (*See* Market analysis.) An investigation to give the necessary foundation for the calculation of present or future possibilities of a market with respect to exporting to or importing from it. To aid traders, manufacturers, and others in evaluating justly and comprehensively the possibilities of a specific market, the Department of Commerce recommends the following "check list" of the factors and questions that will need to be considered if the market is to be cultivated with maximum effectiveness.

PURPOSE

1. To determine the size and extent of the market.
2. To evaluate the position of the product in the market.

METHODS OF SECURING THE DATA NEEDED FOR THE ANALYSIS

1. Desk study.
   A. From company's records.
   B. From material already published.
2. Field study (to develop new and original data).
   A. By questionnaire.
   B. By interview.

GENERAL CHARACTERISTICS OF THE PRODUCT

1. What is the product?
   A. Is it used by other manufacturers as a raw material?
   B. Is it "equipment goods"?
   C. Is it for individual or household use?
      (1) Utility product?
      (2) Style product?
   D. Physical properties.
      (1) Size.
      (2) Shape.
      (3) Appearance
      (4) Color.
      (5) Weight.
      (6) Strength.
      (7) Particular qualities or features.
2. Policies of the company.
   A. Lines and sizes.
   B. Types, grades, and styles.
   C. Most popular lines. Why?
   D. Normal inventories carried.
   E. Company's byproducts.
      (1) Relation to product under consideration.
3. Economic nature of the product.
   A. Reasons for its existence.
      (1) A new product?
      (2) An improved product?
      (3) Cheaper?
         (*a*) Better manufacturing methods.
         (*b*) Proximity to raw materials, cheap power, or cheap labor.
         (*c*) Shortage of competing products.
   B. Luxury aspects.
      (1) Degree of luxury demand.
      (2) Factors in its success.
         (*a*) Style.
         (*b*) Price.
         (*c*) Rarity.
         (*d*) Novelty.
         (*e*) Publicity.
            (1) National advertising.
            (2) Cooperative advertising.
            (3) Patent or trademark rights.
4. Who buys the product?
   A. Men or women?
   B. A shopping item or a convenier item?
5. History of the product.
   A. Origin.
   B. Changes.
   C. Demand.
   D. Future.
   E. Production.
6. Patent situation.
7. Danger or possibility of product being superseded.

THE COMPANY

1. History.
2. Present organization.
3. The company's records as information sources.
   A. Purchasing department.
      (1) Sources of supply.
      (2) Quantities bought.
      (3) Prices paid.
      (4) Quality.
   B. Production department.
      (1) Production and shipments.
      (2) Cost data.
      (3) Machine efficiency.
      (4) Labor data.
   C. Sales department.
      (1) Trend of sales—by provinces, regions, lines, etc.
      (2) New orders.
      (3) Seasonal characteristics.
   D. The plant.
      (1) Location.
      (2) Capacity.
      (3) Equipment.
      (4) Age.

THE INDUSTRY AS A WHOLE

1. Number of firms.
2. Volume of production.
3. Value of production.
4. Number of employees.

5. Labor situation.
6. Dependence on conditions in other industries.
7. Effect of various economic trends on the industry.
8. Geographical location of the industry.
9. Tendencies toward or away from consolidations.

COMPETITION

1. General character.
2. Degree of monopoly existing.
   A. Reasons.
3. Basis of company's competition.
   A. Price.
   B. Quality of product.
   C. Size of company.
   D. Location.
   E. Service.
   F. Trade name and goodwill.
   G. Transportation.
   H. Patents.
   I. Number of competitors.
4. Other considerations.
   A. Dissimilar products serving same purpose.
   B. Sectional or regional competition.
   C. Cost of overcoming competition.
      (1) Profitableness.
5. Possibility of mergers.

CUSTOMERS OF THE COMPANY

1. Kinds of customers.
   A. Distributors.
   B. Ultimate consumers.
   C. Industrial users.
2. Reasons for buying the product.
   A. Quality.
   B. Price.
   C. Advertising.
   D. Credit terms.
   E. Quicker delivery.
3. Classification of customers.
   A. Number.
   B. Age.
   C. Volume of business.
   D. Location.
4. Former customers.
   A. Reasons for discontinuing purchases.
   B. Efforts made to resell them.

THE ULTIMATE CONSUMER

1. Classification of consumers.
   A. Age.
   B. Sex.
   C. Income class.
   D. Location.
   E. Number.
2. Reasons for buying the product.
   A. Price.
   B. Quality.
   C. Habit.
   D. Recommended.
   E. Credit terms.
   F. Advertising.
   G. Better servicing.
3. Effect on market of—
   A. Race.
   B. Religion.
   C. Prejudices.
   D. Climate.
   E. Age.
   F. Occupation.
   G. Class.
   H. Technical knowledge.
   I. Literacy.
4. Buying habits.

THE MARKET

1. Extent of market.
   A. National.
   B. Regional.
   C. Local.
   D. Urban.
   E. Rural.
2. Effect on market of—
   A. Transportation.
   B. Credit terms.
   C. Advertising.
   D. Legislation—National, State, and local.
   E. Competition.
3. Character of the market.
   A. Number of consumers.
   B. Per capita consumption.
   C. Effect of price.
      (1) Income range.
      (2) Widened market through lower price.
4. Location of potential market through other products.
   A. Ownership of homes.
   B. Ownership of automobiles.
   C. Income-tax returns.
   D. Literacy.

E. Other factors.
5. Limitations of original market.
A. Degree of saturation.
B. Replacement demand.
C. Life of product.
D. Second-hand sales.
6. Factors limiting extension of market.
A. Price.
B. Fashion.
C. Cost of operation.
D. Seasonal fluctuation of demand.
E. Climate and weather.
7. Effect of business conditions.

CHANNELS OF DISTRIBUTION

1. Trend in the industry.
A. Integration and elimination of middlemen.
B. Multiplication of functions.
2. Determinants of distribution methods of the industry.
A. The product.
(1) Price.
(2) Size.
(3) Perishability.
B. Volume of company's business.
(1) National.
(2) Regional.
(3) Local.
C. The market.
(1) Location.
(2) Urban or rural.
(3) Size of customers' business.
D. Service.
(1) By manufacturer.
(2) By distributor.
(3) By retailer.
E. Financing.
(1) Ability to finance direct distribution.
F. Credit extension.
(1) Need for installment terms.
(*a*) Company's ability to finance.
(2) Customers as credit risks.
3. Channels best fitted to company's problems.
A. Direct distribution.
(1) Customers.
(*a*) Large or small.
(*b*) Scattered or in concentrated markets.
(2) Product.
(*a*) Qualities affecting consideration of direct distribution.
B. Indirect distribution.
(1) Present distribution links.
(*a*) Function of each.
(*b*) Need for each.
(2) Possible distribution links.
(*a*) Manufacturer's branch.
(*b*) Manufacturer's agent.
(*c*) Jobber.
(*d*) Commission man.
(*e*) Broker.
(*f*) Mail-order house.
(*g*) Chain-store organizations.
(*h*) Retailer.
(*i*) Other types.
C. Company's past experience.
(1) With company branches.
(*a*) Effectiveness.
(*b*) Cost.
(2) With jobbers.
(*a*) Kind.
(*b*) Effectiveness.
(*c*) Cost.
(*d*) Other lines handled.
(*e*) Stocks carried.
(*f*) Relations with company
(*g*) Geographical location.
(3) With retailers.
(*a*) Kind.
(*b*) Effectiveness.
(*c*) Cost.
(*d*) Stocks carried.
(*e*) Relations with company
(*f*) Geographical location.

SALES PROMOTION

1. Sales policies.
A. With jobbers.
(1) Prices and terms.
(2) Protection in territory.
(3) Protection in price.
B. With exclusive agencies.
(1) Prices and terms.
(2) Protection in territory.
(3) Protection in price.
C. With retailers.
(1) Prices and terms.
2. Sales force.
A. Type of salesman.
(1) High-priced for expensive item.

(2) Less salesmanship for cheap item.
(3) Special training.
(4) Turn-over.
(5) Duties in addition to selling.
B. Relations with company.
(1) Method of compensation.
(*a*) Salary.
(*b*) Commissions.
(*c*) Bonuses.
C. Demonstrations.
(1) Necessary or feasible.
3. Possibility of sales tests.
4. Advertising.
A. By whom.
(1) Agency.
(2) Independently.
B. To whom directed.
(1) Jobbers.
(2) Retailers.
(3) Ultimate users.
C. Scope and appeal.
(1) National consumer
(2) Trade.
(3) Institutional.
D. Media used.
E. To develop new business.
(1) Competitive.
(2) Instructional.
F. To retain old business.
(1) Necessity.
G. Educational.
H. Cooperation of advertising department with—
(1) Sales department.
(2) Purchasing department.
I. Checks on campaigns.

Market value, true. The actual market value of an article, of the same or similar quality, in the same quantities as the quantities for which the value is to be established or checked.

Marketing policy. Different countries, different peoples, different climates, different needs, and different markets require different methods of selling, or different marketing policies.

Marking. The marking of all containers and goods for shipment, wherever such marks are possible, is of the greatest importance, for they not only identify and designate the individual units or pieces of merchandise, but they are also required for many purposes (*see* Manifest; Port mark). The Bill of Lading Convention (1924) describes in its rules the marking of goods shipped by steamer. (*See* Bill of lading, unification, Art. 3.) These markings generally include certain marks which are demanded by the buyer and prescribed on his order or indent for identification of his merchandise, to which are added the numbers of the cases (that is, the numbers of the various boxes going to one shipper), the destination, generally the name of the steamer, and, in most cases, especially for countries where this is required by law, the country of origin. (*See* Packing *headings.*) In the United States, such marking is required by the Customs Regulations, the country of manufacture or production being considered the country of origin. Certain markings are also used (and, in case of air-

Note the following re marks:

MARKS Must be clearly stenciled twice on each package and must be shown on invoices and railroad bill of lading.



Number packages from.... up.

Every package must also be marked with the gross, net, and tare weights and outside dimensions. See over-side this order.

Every article and container must be clearly marked in permanent manner to comply with foreign governments' country of origin regulations, such as "made in U. S. America." If not familiar with these regulations, communicate with us at once.

lines, often prescribed) to denote the character or quality of the goods shipped, as, for example: "Magnetic Material," "Glass—Fragile," "Liquid in glass—Fragile," "Perishable." In some countries, trade description, composition, and other data must be marked on cases and on all the goods themselves. For example, an indent, or an export order, may contain the specific buyer's instructions on page 425. Many countries require a mark of origin to be applied to each case or other package, and others even require a mark of origin to be applied to each imported article individually.

(*See* Responsibilities and liabilities, carrier and ship.)

Marks. *See* Responsibilities and liabilities, carrier and ship.

Marks, down to the. *See* Ton, displacement.

Marks (of) origin. *See* Marking.

Master. The captain or the officer in command of the ship.

Master's liability. *See* Responsibilities and liabilities, carrier and ship, *heading:* "Liability of owners and masters."

Master's oath, cargo delivery. *See specimens, pages 735, 809; see* Vessel entry.

Master's oath, vessel clearance. *See* Vessel clearance; *see specimen, page 945.*

Master's oath, vessel entry. *See specimen, page 809; see* Vessel entry.

Master's protest. *See* Protest (by) master.

Mate's receipt. This document has a legal status approximating that of the dock receipt. Generally speaking, mate's receipts are not issued in the regular-liner steamship trades in the United States, but are issued in the chartering trades. (*See* Charter.) The mate's receipt is signed by a mate of the vessel, acknowledging receipt of cargo by the vessel. As a general rule, the person in possession of the mate's receipt is entitled to the bill of lading which is issued in exchange for that receipt. The mate's receipt, unlike a bill of lading, is not a document of title to the goods shipped, and mere endorsement or transference of it without notice to the shipowner or his agent does not pass the property in the goods.

A *clean mate's receipt* is one in which the acknowledgment of the receipt of the goods is not qualified by any reservation as to their quality, condition, or quantity.

Materials, grading of. *See* Grading (of) goods and materials.

Materials, raw. *See* Raw materials.

Materials, raw, contract. *See* Raw materials contract.

Materials, raw, development abroad. *See* Resources, development abroad.

Materials, standard. *See* Standard.

Materials, strategic. Strategic or so-called "critical" materials, in the United States, are listed by the United States Tariff Commission, together with their production and trade.

Mature. *See* Maturity.

Maturity. In commercial language, the date when a note becomes due. The end of the period when a note or other obligation (*see* Draft) is payable. (*See* Letter of credit, *heading:* "Interpretation of terms.")

Maximum price. The highest price.

Maximum quantity. The greatest quantity.

Maximum tariff. The highest tariff, or, in other words, the highest rate of duties, applicable to imports. (*See* Tariff, maximum and minimum.)

Maximum turnover. *See* Turnover, maximum.

McLean Act. The law that permits United States banks to become stockholders in foreign trade banks (*see* Edge Law).

Measurement, hull. *See* Ton register; Ton; Tonnage, net.

Measurement notes. *See* Packing list.

Measurement, standard. *See* Standard.

Measurement ton. *See* Ton, measurement.

Measurement tonnage. *See* Tonnage, measurement.

Measurement (of) vessel. *See* Vessel, measurement of.

Measurements, cubic. *See* Weights and measures. (*See tables on pages 642, 645, 648, 652, 656, 662–665.*)

Measurements (of) freight. *See* Freight (by) measurement.

Measures and weights. *See* Weights and measures; *see tables, pages 638–677.*

Meat (for export). *See* B. A. I. certificate.

Mechanics. *See* Techniques.

Meet (a) draft. To pay or honor a draft when due. (*See* Draft, meeting (of); Draft, honoring (of).)

Meeting (of) draft. The honoring or payment of a draft when due. (*See* Draft, meeting (of); Draft, honoring of).)

Memorandum. From the Latin *memorare;* something to be remembered; or an informal note or bill, to record or recall something.

Memorandum bill. *See* Invoice, memorandum.

Memorandum bill of lading. *See* Bill of lading, domestic.

Memorandum invoice. *See* Invoice, memorandum.

Merchandise. From the importer's and Customs point of view "merchandise" represents and includes goods, wares, and chattels of every description capable of being imported, except household and personal effects and other articles which are exempt from duty. The United States *Customs Manual* and the Regulations give detailed instructions on its handling, appraising, and so forth.

Merchandise, approved. *See* Approved merchandise.

Merchandise examination. *See* 'Customs examination.

Merchandise, foreign. *See* Zone, foreign trade.

Merchandise, general. *See* Air transportation and charges.

Merchandise, standard. *See* Standard.

Merchandise, unapproved. *See* Unapproved merchandise.

Merchandise, unclaimed. In United States Customs procedure, merchandise which has been imported, but on which not all duty or storage charges have been paid and which has remained in a bonded warehouse for more than one year from the date of importation, is abandoned to the government and becomes subject to sale. The Customs Regulations prescribe other conditions under which unclaimed and abandoned merchandise is disposed of. (*See* Auction, Customs.)

Merchandise, valuable. *See* Air transportation and charges.

Merchant, carrier. *See* Carrier, steamer.

Merchant, export. The merchant buys and sells for his own account, in contrast to those commission merchants, agents, or brokers who do not assume any credit risk. The merchant adds his own profit to the cost of the products or merchandise.

American export merchants, often called *export houses,* therefore purchase goods outright from the manufacturer. Thus they buy and sell for their own account, and not for the account of the foreign importer or the American supplier.

Some of these firms operate as both importers and exporters, and frequently they have affiliates, offices, or branches abroad. They may handle all phases of international trade, including forwarding, shipping, and even the operation of steamship lines.

The manufacturer using this channel of distribution is relieved of a maximum of details. If he wishes, he

can sell for cash f. o. b. factory. And, while he usually must pack, crate, and label for the export market, the export merchant supplies specific instructions on these points.

In some instances, however, export merchants take over these details, particularly when they want to consolidate small shipments from a number of clients to effect savings in freight.

A capable, well-financed export merchant may handle the foreign advertising and sales promotional work in order to establish and build a steady demand for a manufacturer's products in foreign markets. In fact, there are cases where the export merchant has pioneered and promoted the sale of branded merchandise as effectively as the manufacturer himself could have done with his own export department.

Usually, too, the export merchant extends credit to the foreign purchaser, arranges for inland and ocean shipping, and handles the documentation.

Another outstanding advantage of dealing through the export merchant is that the manufacturer can easily determine the exact cost of his export sales. On the other hand, there is always the chance that the export house may not obtain the largest possible volume of business. But to the smaller manufacturer seeking entry into foreign markets, the experienced export merchant offers an unusually complete service. (*See* Export house; Merchant, foreign export.)

Merchant fleet. *See* Merchant marine.

Merchant, foreign export. The foreign export merchant, residing abroad, is the counterpart of the export merchant in the United States. Both may buy and/or sell for their own accounts, carry merchandise in stock, extend credit, and otherwise conduct themselves as regular wholesalers. They may often function in the capacity of agents, on a commission basis, in their own country and abroad, for both buyers and sellers.

The principal function of the foreign export merchant is the purchasing of merchandise from manufacturers and producers in the interior points of the country of supply and the assembling and packing of these goods at coastal points for export shipment. He takes title to the goods and assumes entire financial responsibility for their distribution. In this capacity the foreign export merchant eliminates the necessity of the American importer's maintaining contact with numerous small foreign producers and manufacturers. By buying in large quantities, the export merchant performs a service which the small importer is financially unable to perform for himself. (*See* Export house; Merchant, export.)

The foreign export merchant often specializes in one or more products. This is true in many lines of manufactured and semimanufactured goods which require experts in their selection. For this reason, American import manufacturers, retailers, and wholesalers often purchase from the export merchant direct, eliminating the added cost of purchasing through importing middlemen in the American market. The selection of the foreign export merchant as a source of supply depends to a large extent on the nature of the product and the location of the source. Thus, the export merchant may be the best source of supply for any given product in one market, whereas in another market the same product may be more effectively purchased through either a broker, a purchasing agent, or any of the other types of importing middlemen.

The organization of the export merchant depends on the size and character of his business. The larger foreign

export merchants usually maintain branches in their principal American selling areas, and American importers may purchase as effectively from them as through the home office. These branches, however, are often established for sales promotion as well as sales of the exporter's products and in many cases are equipped to render assistance to the importer in developing consumer markets.

Merchant, import. *See* Import merchant.

Merchant, indent. *See* Indent merchant.

Merchant marine. The fleet of commercial ships owned and/or operated by the government or the citizens of a nation. It is to the interest of every nation owning a merchant marine to carry its foreign trade both ways, that is, going and coming, import and export, in its own ships. Americans should ship and travel on American vessels. The use of foreign vessels adds to our unfavorable trade balance, for any freight paid to foreign shipowners or operators is an invisible import (*see* Import, invisible), in the form of services rendered to and paid for by us.

Merchant Marine Act (1936). *See* Maritime Commission, United States.

Merchant-owned carrier. *See* Carrier, steamer.

Merchant, registration (of). *See* Register, commercial.

Merchant, retail. A merchant who sells at retail only, that is, to the consumer. (*See Retailer.*)

Merchant, wholesale. A merchant who sells at wholesale, that is, who distributes to dealers and other distributors, including retailers, but does not sell to the eventual consumer.

Metal fineness. *See* Fineness.

Metallic base. As applied to a currency, the proportion of metal on which it is based, or a currency which is entirely based on metal (*see* Gold).

Metallic-base country. A country whose currency is based on metal (*see* Gold).

Metals. *See* Raw materials.

Metals Reserve Company. The Metals Reserve Company was created by the Reconstruction Finance Corporation for the purpose of producing, acquiring, carrying, or otherwise dealing in metals and minerals. It was dissolved in 1945 and its authority transferred to the Reconstruction Finance Corporation.

Metric system. *See* Weights and measures; *see tables, pages 638–646.*

Metric ton. Equals 2,204.68 pounds.

Middleman. A person or firm which stands between buyer and seller, consumer and producer, and by bringing them together is paid by either of them or, in exceptional cases, by both, for his services. In foreign trade, the manufacturer's agent, for example, is in reality a middleman, for he stands between the foreign buyer and the domestic manufacturer, and through his activities they both come to business, that is an export or import transaction.

Milk imports. Formerly fluid milk and cream were shipped to the continental United States from several countries, but today all of the foreign fluid milk and cream coming within the scope of the Import Milk Act is produced in Canada. Dried, condensed, and evaporated milk are not within the scope of the Act, since it applies only to what is known as *fluid* (or market) milk and to cream. All importers or shippers must procure a permit before they are allowed to offer fluid milk or cream for entry into the continental United States. The permits are issued on a 12 months' basis. In case of violations, the Import Milk Act is enforced through suspension or revocation of the import permit, with the additional possibility of fine and imprisonment.

Fluid milk and cream are unfit for

importation when all animals producing such products are not healthy, particular tests being administered to insure freedom from tuberculosis; when the farms or premises on which the stock is produced or handled are not sanitary, as determined by a scoring system provided for that purpose; when the bacteria content exceeds certain announced limits; and when the temperature of the milk or cream at the time of importation exceeds a specified figure. These requirements have resulted in the exclusion of sour milk and sour cream because of their high bacterial count. They have also tended to eliminate the importation of products which have not been pasteurized. (*See* Food imports.)

Minimum bill of lading. The smallest quantity or value for which a carrier will issue a bill of lading, at a minimum price. (*See* Parcel receipt.)

Minimum price. The lowest price.

Minimum quantity. The smallest quantity.

Minimum tariff. (*See* Tariff, maximum and minimum.) It is the lowest tariff applicable to imports, that is, the lowest rate of duty.

Minimum turnover. *See* Turnover, minimum.

Mint. The place where money is coined.

Mint par of exchange. (*See* Par exchange.) The fixed, intrinsic value of the standard coin of one country expressed in terms of that of another.

Misrepresentation. *See* Concealment (of) fact.

Mixed cargo. *See* Cargo, mixed.

Mixed duty. *See* Duty, compound.

Mixed tariff. *See* Tariff, mixed (compound).

Modifications (of) duty. *See* Agreements, reciprocal trade.

Moieties. The practice of allowing the informer or a revenue officer to receive part of a collected fine. The word in reality means *half, half share* (from the French *moitié*).

Moisture insurance. *See* Insurance (against) moisture.

Moisture test. *See* Sampling.

Monetary inflation. *See* Inflation.

Monetary standard. (*See* Gold standard; Currency; Standard (of) value.) Metals have mostly been adopted (principally gold and silver) as the basis of monetary or currency systems. While everything else at one time or another, from cowrie shells to rye, has in some country served as a "standard," gold has always had the preference owing to its qualities and scarcity (*see* Gold).

Monetary unit. *See* Currency.

Money. Money is a measure of value, which makes possible its exchange for goods, thus eliminating the exchange of the goods themselves, known as *barter*. Money is easily carried and easily transferred, so that its functions are chiefly just these: a measure of value and a medium of exchange. There are many other definitions. (*See* Currency; Gold.)

Money bills. Paper money, in contrast to coined money.

Money (for) dispatch. *See* Dispatch money.

Money, foreign. The statistics of foreign countries on production and coinage of gold and silver and stocks of money, published annually in the reports of the Bureau of the Mint, are obtained, so far as practicable, directly from the governments of such countries by the representatives of the United States accredited to them.

Interrogatories covering the points on which information is sought are sent yearly to the United States ambassadors and ministers through the Department of State, and the replies, in the form of reports, are forwarded directly to the Bureau of the Mint.

Receipts of replies to the interrogatories are frequently delayed in trans-

mission, and the available data for the calendar year under review are often incomplete. In a general way, interrogatory answers are published as received, with the addition of equivalents. If inaccuracies are apparent, information that would warrant the making of possible corrections is often unavailable.

In the absence of dependable official returns from foreign countries, the most reliable data available are used in compiling the Bureau's world statistics. (*See* Foreign exchange; Foreign currency.)

Money, good. *See* Good money.

Money, hard. Coined money, in contrast to paper money.

Money market. The market for short-term loans, discounts, and drafts.

Money option. *See* Option, money.

Money orders, foreign. *See* Postal services.

Money system. The money system of a country is expressed or represented by its currency.

Money transfer. *See* Draft; Postal services; Cable transfer; Bank, foreign remittances and transfers.

Monometallism. The system under which the coins of a country are of one metal only, in contrast to bimetallism. (*See* Bimetallism.)

Monopoly. When the total supply, or right to possess, buy, or sell, has come into the hands of one person, a group of persons, or a government, those possessing the total supply or the sole rights to possess, sell, or buy, are said to own the *monopoly*.

Certain commodities produced in foreign countries, which are of great importance in the import trade of the United States, are subject to some degree of control either by the producers or by the governments of the countries in which they are produced. Such control measures may be effected by agreements between producers and/or by governmental decrees. They may be national or international in character and may include the domestic trade of the producing country, its export trade, or both. When such a combination of producers or governmental control embraces the major part of the supply of any commodity and it amounts to virtually a monopoly control of that product, there is a potential or actual control in the production, price, and distribution of that commodity. Regulatory measures of this character are different for each commodity so affected. (*See* Imports, prohibited.)

Monopoly, state (government). In certain countries, the state has the monopoly or sole right to import, sell, or produce certain goods, for example, tobacco and matches.

Month, definition (of). *See* Time (of) shipment.

Month, delivery. *See* Delivery month.

Monthly shipments. Certain quantities of certain articles or products shipped in monthly lots, until the total amount or quantity has been exported or imported (*see* Delivery, monthly).

Moorsom system. (*See* Ton, measurement; Tonnage, measurement; Vessel, measurement (of); Tonnage, gross.) In this system, adopted with variations by various nations, the cubical contents of the decks are added, the result obtained representing the gross cubical contents of the ship's hull. To this are added the cubic measurements of parts or portions of the upper deck (such as forecastle, donkey house, galley, bridge, poop, and charthouse). The total is the gross registered tonnage. The variations, however, cause differences in measurement: a ship does not have the same gross tonnage under the rules of the United States and under those of Great Britain.

Moratorium. From the Latin *mora*, "postponement or delay." The post-

ponement of the date on which a debt is due to a later date or term. It is also the extension of time allowed by the government of a country for the payment of debts, when resorted to and proclaimed as a legal measure.

More or less. *See* Variation (of) quantity.

Mortgage. A piece of property which has been transferred either in whole or in part to a creditor as security for the payment of a debt, though remaining in the debtor's possession. It also signifies the document which records this transfer, which is simply known as the *mortgage*. The first creditor, that is, the person, bank, or firm which lent the first amount of money, gets the first mortgage, the next creditor gets the second, and so forth. In case the property has to be sold because of nonpayment of debt (foreclosure), the resulting purchase money is paid to the mortgage holders according to their rank: the first mortgage holder is paid first, then the second, and then the third. (*See* Foreclosure.) It is therefore possible, if a property is foreclosed and sold at a price lower than the amount of money lent by the first, second, and third mortgage holders, but sufficient to pay, for example, the first and second holders, that the third holder loses the amount of his loan and/or interest. On the repayment of the debt, the mortgage is cancelled and the property reconveyed to the owner. Mortgages are granted not only on land property, but also on vessels. (*See* Vessel mortgage.)

Mortgage, ship's. *See* Vessel mortgage.

Mortgagee. The person (creditor) who holds the mortgage; the person to whom the security, wholly or in part, is pledged.

Mortgagor. The debtor who gives the mortgage.

Most-favored-nation clause. (*See* Agreements, reciprocal trade, *paragraph:* "Most-favored-nation clause.") This clause provides that each party (a state) to a treaty extends to the other any favor or concession it will grant and/or has granted to a third state. The most favorable terms granted generally refer to duties.

A most-favored-nation pledge may be conditional or unconditional. Under the conditional form long used by the United States, the pledge is that the one country will give to the other country every concession made to a third country and will give it freely if it was freely given to the third country, or on obtaining like or equivalent compensation if the third country received the concession only in return for reciprocal concessions.

The unconditional form pledges the country to extend to the other country immediately and unconditionally any concession made to any third country. This form was adopted by the United States Government under President Harding and Secretary of State Hughes.

Either form may have exceptions attached to it, for example, a reservation of a right to enter a Customs union or to give exclusive concessions to contiguous states.

Motor-vessel bill of lading. *See* Letter of credit, *heading:* "Documents."

Moving picture films, re-entry. *See* Films, moving picture, re-entry.

Multilateral. Something to which many units adhere at one and the same time, in contrast to bilateral, which means participation by only two units. (*See* Bilateral.)

Multilateral treaty. An agreement or treaty made among several nations and adhered to simultaneously by them.

Multilinear tariff. *See* Tariff, multiple.

Multiple tariff. *See* Tariff, multiple.

Museum, Commercial. *See* Philadelphia Commercial Museum.

Mutchkin. ¾ (Imperial) pint.

N

Nation, creditor. A nation which has more money owing to it than it owes.

Nation, debtor. A nation which owes more money than others owe her, in contrast to *creditor nation.*

Nation, most-favored. *See* Most-favored-nation clause.

National Advisory Committee for Aeronautics. While the law defining its activities provides that the Committee shall "supervise and direct the scientific study of the problems of flight, with a view to their practical solution, . . ." and also "direct and conduct research and experiment in aeronautics," its activities and their results help air transportation, which in turn serves foreign trade.

National Association of Commodity Exchanges and Allied Trades, Inc. The National Association of Commodity Exchanges and Allied Trades, Inc., of Chicago, Ill., was organized to develop, improve, and extend commodity futures trading and the operation of commodity exchanges in the interest of producers and consumers, and for the welfare of the American people. It represents the first co-operative move of such institutions for the major purpose of protecting the functions of these exchanges in our post-war marketing machinery, educating the public in the vital role played by futures trading in the American process of distribution.

The purposes of the Association, according to its Articles of Incorporation, are as follows:

(1) To conduct a business league to be composed of boards of trade, chambers of commerce and exchanges, upon which commodities are dealt in for future delivery, with the privilege of joining the Association and participating in its benefits extended to other exchanges and to other persons, firms, associations and corporations which are allied in trade with any such board of trade, chamber of commerce or exchange, or are interested in the objectives or purposes of the Association.

(2) To develop and to support research by grant or otherwise with respect to the marketing of commodities and the proper functions to be performed by commodity exchanges and futures trading in such marketing.

(3) To disseminate information to the commodity trades and to the public with respect to the usefulness and economic value of commodity exchanges, and to explain their methods of operation.

(4) To advocate measures intended to develop, improve and extend commodity futures trading and the operations of commodity exchanges in the interest of producers and consumers, and for the welfare of the American people.

(5) To establish in the interest of its members and the American people in general a repository of scientific information with respect to the marketing of commodities and the proper functions of futures trading in connection therewith, and to act as a medium for the exchange of mutually helpful ideas and information among commodity exchanges and the members of allied industries.

(6) To keep its members informed with respect to acts or proposed acts of states, governments, commissions and regulatory bodies in general, affecting commodity exchanges or the products traded thereon.

(7) To make available to legislative bodies, congressional committees and members of the Congress general and specific information concerning commodity exchange functions and operations, and to substantiate such information by the findings of reliable research.

Functions of the commodity exchanges. Wartime commodity controls took a heavy toll of commodity futures trading in domestic as well as foreign markets. Some futures exchanges in this country were closed, and those that remained open experienced a sharp contraction in volume.

With the end of the war, the demand and supply outlook for many commodities rapidly changed. As a result of war-induced expansion in production, several of our major agricultural products ended the war in substantial over-supply. Wheat, cotton and eggs were outstanding cases in point. In other markets, the end of the war, with the pent-up purchasing demand of many European countries once more becoming an effective factor, witnessed a sharp increase in demand for the restricted supplies. Markets in this category included sugar, coffee, cocoa and hides.

Thus after the war we re-entered a period in which commodity markets were governed by individual rather than general factors. It was a period of highly selective price movements and a period in which futures trading took on added importance for producers, processors and distributors as well as the broad consuming public. In order to avoid, through the postwar period, deflationary pressure or inflationary price spirals, one of the major aims of economic policy was the prompt elimination of maladjustments between supply and demand in basic raw materials, both agricultural and non-agricultural.

Commodity futures exchanges always have proved their value as highly sensitive barometers for the detection of such maladjustments and their relatively speedy removal. They have proved a sound mechanism for preventing excessive price swings.

The functions of futures exchanges have never been clearly understood by the large majority of American farmers, the consuming public or even members of Congress. This has been due primarily to the fact that up to the present these exchanges themselves have not succeeded in presenting a convincing case of these functions within the economy, both domestically and in international trade. Hence, a tremendous need exists for the education of government administrators, farmers, industry and the public on the value of commodity exchanges.

This educational work, in order to be truly effective, is mainly directed at two major objectives:

(1) Presentation of an effective case for the economic benefits of futures trading as an integral part of free commodity trading, both to the industries using basic raw materials suitable for futures trading and to the general public; and

(2) Presentation of an effective case for the restoration of free commodity trading, both before the general public and the Congress of the United States where postwar policies to a large degree will be determined.

Educational campaigns organized in the past by individual exchanges, despite the soundness of the material presented, lacked sufficient effectiveness because of their limited scope, and because they were not developed into sustained efforts. The National Association of Commodity Exchanges and Allied Trades, Inc., is in an admirable position to organize the necessary educational work and to carry it through, since it not only will be able to utilize the experience of all its members but in addition will have the funds necessary to conduct such original research work as will be required to present the case for the futures exchanges convincingly to the public—to producers and consumers alike.

National Association of Credit Men. Located at New York, this Association has its own foreign credit organization, known as the "Foreign Credit Interchange Bureau." The members make known their credit experiences with their foreign customers to the Bureau and, therefore, to each other. While the names of the members and the sources of information are kept confidential, the knowledge thus gained is made accessible to all. There has been no change in the operations of the Bureau for more than a quarter of a century, and service is rendered to more than a thousand exporters yearly, the latter finding this source of information valuable in the administration of their foreign credits, the average number of annual reports amounting to about 75,000. The system is best explained by the *specimens*, namely, the enquiry tickets, subscriber's enquiry form, and reply form, *pages 894, 769, and 770.*

The Foreign Credit Interchange Bureau supplies, under special service contract, comprehensive and authentic ledger experience and reports on foreign buyers. Through this Bureau, the paying records of over 350,000 buyers located abroad are available. The Bureau's *Weekly Bulletin* gives up-to-date comments on foreign credit and financial conditions.

The National Association of Credit Men is the professional and service organization of the commercial and financial credit interests of the United States. (*See specimens, pages 821, 894, 769, and 770.*)

National Bureau (of) Standards. *See* Bureau of Standards.

National Council of American Importers. A nonpartisan commercial body, financed solely by membership dues, independent of any other organization. By its long, consistent record of progressive action on the many complex problems confronting American importers, it has become the recognized national import organization.

The Council concerns itself with every major development affecting imports into the United States. Within its scope are broad problems of Customs administration, reciprocal trade agreements, transportation, insurance, import financing, international communications and such special subjects as may affect current import operations.

It maintains close relations with other foreign trade organizations and chambers of commerce, as well as with many commodity trade groups in the import field, and endeavors to coordinate general activities affecting American importers.

The active members of the Council are importers of a wide variety of raw materials, semimanufactured and consumer goods. Those interested in the same class of imported products are encouraged to form commodity groups where no effective industry organization exists to deal with their particular commodity problems.

Bulletins issued periodically keep members informed on all developments and regulations.

National debt. The entire debt of a nation, that is, the money borrowed at different times by a government for national purposes.

National expenditure. The expenditures (expenses) of a government.

National Federation of American Shipping. With headquarters in Washington, this organization acts as permanent liaison between the Government and the shipping industry. The organization comprises five member shipowners associations. They are: American Merchant Marine Institute, Inc., Association of American Shipowners, Pacific American Steamship Association, Pacific American Tankship Association, and Shipowners

Association of the Pacific Coast. These constituent associations comprise in their membership 95 per cent of the shipowners of the United States who were engaged in ocean-going traffic at the outbreak of the war.

One of the exigent immediate problems with which the Federation was concerned was the right of steamship companies to employ correlated aviation service in their operations.

The establishment of the Federation in Washington, where it can be called in to assist governmental agencies and Congress in the preparation of constructive shipping policies, is looked upon as an important step in co-ordinating such efforts. The Federation also has a public relations program designed to educate the public in the vital need for the preservation of an adequate merchant marine at all times, not only as a means of expanding our commerce, but also as an efficient adjunct to our Navy in the maintenance of our national security. The Federation has a Research Division to develop factual information concerning the American Merchant Marine; also, a Telecommunications Division to deal with the many technological developments in this field.

National Foreign Trade Council. The National Foreign Trade Council, located at New York, was founded in 1914 as a nonpartisan and nonpolitical organization to provide effective co-ordination of industrial, commercial, transportation, and financial interests of the U. S. for the purpose of extending our foreign trade on a sound basis. In 1937, the National Foreign Trade Association, previously known as the American Manufacturers' Export Association, which had been founded in 1909 and incorporated in 1911, was merged with the National Foreign Trade Council.

In the past thirty years, the Council has taken advantage of the exceptional opportunities arising for practical service to its members and to the foreign trade interests of the nation as a whole. As a medium for the exchange of information, for the study and investigation of special problems that arise, and for effective co-operative action and influence where the interests of American foreign traders are concerned, the Council's services are recognized as a valuable aid to individual enterprise. Co-operative action through the Council is found to be effective in the solution of many of these problems and in the creation of an informed public opinion relative to the nation's dependence upon the maintenance and development of foreign trade.

The Annual National Foreign Trade Convention, which is held in various cities throughout the country, is sponsored by the Council. At these meetings, the problems of American foreign trade are discussed and practical advice and information provided for all who attend. The final declarations of these Conventions formulate the basic policies and principles that should govern international commerce under changing circumstances and serve as a guide to the Government and Congress on the attitude of American business to current problems affecting overseas trade. The volume of proceedings of these annual conventions provides an invaluable record of economic developments and of the current questions before the country in respect to our commercial relations with the rest of the world.

Bulletins and other releases to members keep them informed of current developments in foreign trade policy and operation.

The membership of the Council represents every essential element in the economic life of the nation: manu-

facturers and producers, exporters and importers, and personnel in such fields as the railroads, shipping and air transportation, banking, insurance, and education. Membership is regarded primarily as a public service on behalf of the nation's overseas trade as a whole, placing at the disposal of the Council the mature experience, technical knowledge, and advice of executives of all branches of industry and commerce that relate to international trade. Members have available the advice and services of the Council staff and of its various committees charged with the study and investigation of special problems that arise.

Council activities are carried on through Committees on special subjects, including, among others, Foreign Trade Education, Foreign Property Protection, Government Controls and Regulations, International Business Agreements, International Finance, Law, Merchant Marine, Surplus Stocks, Tax, and Transportation; as well as through Committees concentrating on particular trading areas, including, among others, Cuba, Brazil, the British Empire, the Far East, the Middle East, and the Philippines.

Active co-operation also is maintained with local, national, and international organizations throughout the country interested in foreign trade, and with the various departments, bureaus, and agencies of the Administration at Washington.

National income. The total income of a nation, meaning the total net income produced by a country and resulting from industry, land, labor, capital, and all other factors contributing to the nation's income.

National revenue. *See* Revenue, national.

National wealth. The sum total of a country's resources.

Nationalization (of) products or industries. Production taken over by a government (or state), which thereby becomes the owner of the industry or its products.

Native currency. *See* Currency.

Natural person. *See* Person, natural.

Nautical knot. *See* Knot, nautical.

Navicert. A certificate issued by a government in time of war, certifying that a vessel and its crew and cargo have been examined and have permission to sail to its planned destination. The certificate is issued by the Navy.

Navigation acts. Laws enacted by a nation to encourage and regulate national shipping.

Navigation fees, United States. These are detailed in the *Navigation Laws of the United States.*

Navigation Laws of the United States. Obtainable from the Government Printing Office, Washington, D. C. (*See* Responsibilities and liabilities.)

Navigation treaty. Navigation treaties between nations, relating to ocean trade, and generally also to Customs regulations, refer to vessels and the laws, fees, and taxes connected with the vessels themselves and their cargoes. Generally, the navigation treaty is part of a commercial and navigation treaty, combining treatment of commerce and shipping.

Negotiable. (*See* Draft, negotiable; Bill of lading, negotiable.) Describes something that can be sold, or bought, something that can be negotiated (that is, transferred or acquired). (*See* Negotiable instrument.)

Negotiable bill of lading. (*See* Bill of lading, negotiable.) A bill of lading that can be negotiated. (*See* Letter of credit, *heading:* "Documents.")

Negotiable copy. A copy of an original, that can be negotiated (for example, the copy of a draft, which becomes negotiable if the original is lost).

Negotiable document. *See* Negotiable instrument.

Negotiable draft. *See* Draft, negotiable.

Negotiable instrument. (*See* Negotiable.) A document (such as a draft) that can be used freely, both by buyers and sellers. In most of the states of the United States, as well as in the District of Columbia and Hawaii, the Uniform Negotiable Instruments Act, which was adopted in New York in 1897, has become law. While the provisions of the Act were accepted by these states, they were not adopted without change by some of them, so that, in spite of its name, it still is not uniform in the United States. (*See* Draft, negotiable; Credit instrument.)

Negotiated. An instrument is said to have been *negotiated* when it is transferred from one person to another in such a manner as to constitute the latter the holder (owner) thereof. (*See* Draft, negotiated.)

Negotiation credit. Authority to negotiate drafts.

Net. Clear or free from all extra charges, discounts, rebates, additions, or deductions of any kind. The sum that remains after such deductions are made is called the *net*.

Net cash on delivery. *See* Payment, net cash on delivery.

Net charter. *See* Charter, net.

Net invoice. *See* Invoice price, net; Net.

Net invoice price. *See* Invoice price, net; Net.

Net legal weight. *See* Weight, legal, net.

Net price. The price after deduction of all charges, allowances, and discounts. (*See* Net.)

Net profit. The actual profit remaining after deducting all charges and costs from the total or gross profit. (*See* Net.)

Net quotation. Quotations of the net price. (*See* Net price.)

Net tonnage. *See* Tonnage, net.

Net tons. *See* Tonnage, net.

Net weight. The commonest definition of *net weight* is: the weight of the goods themselves without the inclusion of any wrapping whatever. However, this definition is subject to variation in the Customs laws of different countries. Sometimes *net weight* for Customs purposes is the weight of the goods including that of the immediate container. For example, under this definition, the net weight of medicine in bottles would be the weight of the medicine plus that of the bottle, whereas the *gross weight* would include the weight of the outer container and of all packing, inner and outer. (*See* Tare *headings;* Weight, gross.)

Sometimes, when Customs duties are levied on net weight, the dutiable weight will be determined by deducting from the gross weight a tare allowance specified in the tariff. This is a simpler procedure than actually weighing the goods to determine the net weight. (*See* Packing, various duties.)

Net weight duty. *See* Packing, various duties; Weight, net legal.

Netherlands royal decree. In May, 1940, the Netherlands government in exile passed a royal decree, vesting in that government the title to property outside the occupied territory belonging not only to Netherlands nationals but also to all natural and legal persons domiciled in the Kingdom of the Netherlands. The purpose of the decree was to protect the rightful owners of this property against attempts to wrest it from them by duress, and also to protect banks against conflicting claims to the property. Thus, the purposes were identical with those underlying the wartime foreign funds control of the United States Government.

The decree provided and made possible that three months after the end of World War II the property was restored to its rightful owners.

The policy of the United States regarding this decree, as outlined by the Secretary of State, was as follows: "It is the policy of the United States that

effect shall be given within the territory of the United States to that decree insofar as it is intended to prevent any person from securing an interest in, or control over, assets of nationals of the Netherlands located in the United States on account of claims arising outside of the United States in territory now or at any time under the jurisdiction of the Netherlands Government, for the benefit of persons who are not at the time of their assertion, citizens or residents of the United States."

(*See* Export credit, frozen.)

New Orleans Cotton Exchange. *See* Cotton exchange.

New York Cocoa Exchange. *See* Cocoa.

New York Coffee and Sugar Clearing Association, Inc. (*See* Clearing house, various functions.) The main purpose of the Association is expressed in the second (amended) paragraph of its incorporation certificate:

> The purposes for which it is to be formed are the purchase and sale of coffee, sugar and other similar grocery articles for future delivery and the acquisition by purchase or otherwise of contracts made in accordance with the by-laws, rules and regulations of the New York Coffee and Sugar Exchange, Inc., for the purchase or sale of coffee, sugar and other similar grocery articles for future delivery, and the assumption of the obligations arising thereunder; the settling, adjusting and clearing for compensation of such contracts; the buying, selling, receiving, carrying, storing and delivering of coffee, sugar and other similar grocery articles, but only in connection with the foregoing purposes; the protection of the corporation against loss in its business by establishing a guaranty fund to be raised by contributions by and assessments upon stockholders, as may be prescribed by its by-laws.

New York Coffee and Sugar Exchange, Inc. (*See also* Commodity *and* Commodity exchange *headings.*) The New York Coffee and Sugar Exchange, in its position as the most important of the world's coffee and sugar exchanges, offers to planters, investors, operators, refiners, and roasters a firmly established and well-organized market for the handling and the distribution of these great commodities. Practically all of the above interests, as well as very large banking organizations, are represented in the membership of the Exchange. The extent to which the Exchange is used is best shown by a reference to the figures covering the volume of business annually transacted. Orders from twenty or more different countries of the world are executed on the floor of the Exchange. (*See* New York Coffee and Sugar Clearing Association, Inc.)

The establishment of trading in coffee and sugar on the Exchange has afforded facilities for the registering of the world's opinion with relation to these commodities, thus enabling coffee and sugar interests to obtain, through the dissemination of such opinion, the views of those best qualified to judge the probable course of values under the conflicting features of relative production and consumption or supply and demand.

The Exchange receives daily cables, bulletins, and letters from many parts of the world containing quotations of other markets, various statistics, and such other information as may be of value to the coffee, sugar, and molasses trades. All this information is posted on the Exchange and published daily in a market report which also contains a complete summary of the day's transactions, deliveries, and receipts, stocks on hand and afloat, and so forth. This market report is mailed to various parts of the world and is a particularly important and valuable feature of the Exchange.

The Exchange is therefore a price

registration center, the determination of price coming not from the Exchange itself but from the impact of the forces of supply and demand that influence individual judgment.

CHARTER

CHAPTER 393

AN ACT to incorporate the Coffee Exchange of the City of New York.
Passed June 2, 1885.

The people of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION I. Thomas T. Barr, Otto Arens, John F. Scott, Francis B. Arnold, Henry F. Hitch, Joseph J. O'Donohue, George G. Nevers, Pierre L. Schellens, William Sorley, Benjamin G. Arnold, William G. Crenshaw, Jr., James N. Jarvie, Lewis Maddux, Henry Hentz, Sigmund M. Lehman, and such other persons as hereafter shall become members of the corporation hereby created, are constituted a body corporate by the name of "Coffee Exchange of the City of New York", with perpetual succession and power to use a common seal and alter the same at pleasure, to sue and be sued, to take and hold by grant, purchase and device, real and personal property, to an amount not exceeding five hundred thousand dollars,* for the purposes of such association, and to sell, convey, lease and mortgage the same or any part thereof.

SEC. II. The purposes of said corporation shall be to provide, regulate and maintain a suitable building, room or rooms for the purchase and sale of coffees and other similar grocery articles in the city of New York, to adjust controversies between its members, to inculcate and establish just and equitable principles in the trade, to establish and maintain uniformity in its rules, regulations, and usages, to adopt standards of classification, to acquire, preserve, and disseminate useful and valuable business information, and generally to promote the above mentioned trade in the city of New York, increase its amount, and augment the facilities with which it may be conducted.

SEC. III. The said corporation shall have power to make and adopt a constitution, by-laws, rules and regulations, for the admission, suspension and expulsion of its members, and their government, the collection of fees and dues, the number and election of its officers, and to define their duties, and for the safekeeping of its property, and from time to time to alter, modify or change such constitution, by-laws, rules and regulations. Until an election shall be held pursuant to such constitution, by-laws, rules and regulations, the persons named in the first section of this act shall be the managers of this corporation.

SEC. IV. The Board of Managers shall annually elect, by ballot, five members of the corporation, who shall not be members of the board, as a committee to be known and styled the Arbitration Committee of the Coffee Exchange of the City of New York. The Board of Managers may at any time fill any vacancy or vacancies that may occur in said committee for the remainder of the term in which the same shall happen. It shall be the duty of said Arbitration Committee to hear and decide any controversy which may arise between the members of the said association, or any person claiming by, through, or under them, or any, or either of them, and as may be voluntarily submitted to said committee for arbitration; and such members and persons may, by an instrument in writing, signed by them and attested by a subscribing witness, agree to submit to the decision of such committee any such controversy which might be the subject of an action at law or in equity, except claims of title to real estate or to any interest therein, and a judgment of the Supreme Court shall be rendered upon

* Automatically increased to $10,000,000 by general law. (Section 12 of the General Corporation Law, as amended by the laws of 1911, chapter 581.)

the award made pursuant to such submission.

SEC. V. Such Arbitration Committee, or a majority of them, shall have power to appoint a time and place of hearing of any such controversy, and adjourn the same from time to time as may be necessary, not beyond the day fixed in the submission for rendering their award, except by consent of parties; to issue subpoenas for the attendance of witnesses residing or being in the city of New York.

SEC. VI. Any number not less than a majority of all the members of the Arbitration Committee shall be competent to meet together and hear the proofs and allegations of the parties, and an award by a majority of those who shall have been present at the hearing of the proofs and allegations shall be deemed the award of the Arbitration Committee, and shall be valid and binding on the parties thereto. Such award shall be made in writing, subscribed by the members of the committee concurring therein, and attested by a subscribing witness. Upon filing the submission and award in the office of the clerk of the city and county of New York, both duly acknowledged or proved in the same manner as deeds are required to be acknowledged or proved in order to be recorded, a judgment may be entered therein according to the award, and shall be docketed, transcripts filed, and executions issued thereon, the same as authorized by law in regard to judgments of the Supreme Court. Judgments entered in conformity with such award shall not be subject to be removed, reversed or modified, or in any manner appealed from by the parties thereto, except for frauds, collusion or corruption of said Arbitration Committee, or some member thereof.

SEC. VII. This act shall take effect immediately.

Office of the Secretary of State, } s.s.
STATE OF NEW YORK, }

I have compared the preceding with the original law on file in this office, and do hereby certify that the same is a correct transcript therefrom and of the whole of said original law.

JOSEPH B. CARR,
Secretary of State.

At a Special Term, Part I, of the Supreme Court, held in and for the County of New York, at the County Court House in said County, on the 28th day of August, 1916.

Present: Hon. JOHN M. TIERNEY, Justice.

In the Matter of the Application of THE COFFEE EXCHANGE OF THE CITY OF NEW YORK for authority to change its name to NEW YORK COFFEE AND SUGAR EXCHANGE, INC.

On reading and filing the petition of The Coffee Exchange of the City of New York, a domestic membership corporation, incorporated under a special act, to wit, Chapter 393 of the Laws of 1885, duly verified by William Bayne, Jr., its President, wherein said petitioner prays for an order authorizing it to assume another corporate name, to wit, the name New York Coffee and Sugar Exchange, Inc.; and on reading and filing the affidavits of Edward F. Diercks and James H. Taylor, both duly verified the 22nd day of May, 1916, and the certificate of the Secretary of State annexed to said petition, and upon filing due proof by affidavits that notice of the presentation of said petition has been duly published once in each week for three successive weeks in The Evening Post and in The Morning Telegraph, two daily newspapers published in the County of New York, in which county said corporation has its business office; and the court being satisfied by said petition, affidavits and certificate that the petition is true and that there is no reasonable objection to the change of name proposed, and that the petition has been duly authorized; now on motion of Van Vorst, Marshall & Smith, attorneys for said petitioner, no one opposing, it is

ORDERED that said petition be and the same hereby is granted and that the petitioner herein, The Coffee Ex-

change of the City of New York, be and it hereby is authorized to assume another corporate name, to wit, New York Coffee and Sugar Exchange, Inc., on and after the first day of October, 1916; and it is further

ORDERED AND DIRECTED that this order be entered and the papers on which it is granted be filed within ten days from the date hereof, in the office of the Clerk of the County of New York, in which County the principal office of said corporation is located (the certificate of incorporation of said corporation not being filed in any county), and that a certified copy of this order be filed within ten days after the entry thereof in the office of the Secretary of State;

And it appearing that the petitioner is a domestic corporation subject to the Membership Corporations Law, the publication of a copy of this order is dispensed with, as provided in paragraph 63 of the General Corporations Law, and further or other notice hereof or of the presentation of said petition is not required to be given.

Enter,

JOHN M. TIERNEY,
Justice Supreme Court.

CERTIFICATE OF EXTENSION OF PURPOSES OF NEW YORK COFFEE AND SUGAR EXCHANGE, INC.

Pursuant to Section 30 of the Membership Corporations Law.

WE, the undersigned, being respectively the President and Secretary of the New York Coffee and Sugar Exchange, Inc., DO HEREBY CERTIFY as follows:

FIRST: The name of the Corporation is NEW YORK COFFEE AND SUGAR EXCHANGE, INCORPORATED.

SECOND: The name under which it was originally incorporated was the Coffee Exchange of the City of New York, its name having been changed pursuant to an order of the Supreme Court in and for the County of New York, dated the 28th day of August, 1916. The Corporation was created by special law, being Chapter 393 of the Laws of 1885. The purposes of the Corporation are to be extended by inserting in Section 2 of the present charter the words hereinafter underlined, so that the said section shall read as amended.

"SEC. 2: The purposes of said corporation shall be to provide, regulate and maintain a suitable building, room or rooms for the purchase and sale of coffees and other similar grocery articles in the city of New York, *and the stocks and securities of corporations producing, treating or dealing in any of such articles*, to adjust controversies between its members, to inculcate and establish just and equitable principles in the trade, to establish and maintain uniformity in its rules, regulations, and usages, to adopt standards of classification, to acquire, preserve, and disseminate useful and valuable business information, and generally to promote the above mentioned trade in the city of New York, increase its amount, and augment the facilities with which it may be conducted."

IN WITNESS WHEREOF, we have made and subscribed this Certificate in duplicate, this 10th day of January, 1929.

Frank C. Lowry
President.

Frank C. Russell
Secretary.

FLOOR RULES

RULE 1. The rooms shall be open at 9 A. M. and closed at 4 P. M.

Employees of members may have access to the Floor from 9 A. M. to 9.50 A. M. for messenger purposes only; upon the completion of their duties they must immediately withdraw.

RULE 2. There shall be one public "Call" each for the purchase and sale of coffee, sugar and molasses on all business days at the hours prescribed in the Coffee Trade Rules, the Sugar

Trade Rules and the Molasses Trade Rules for the opening of the Exchange.

The Call shall be conducted by a person to be selected by the Floor Committee.

The Call shall be by months, beginning with that current and continued through the list of months, so far as there is a desire to trade.

Offers to sell or buy may be withdrawn (if not accepted) at the option of the parties offering.

A transaction shall vacate all previous bids or offers.

All disputes as to offers, acceptances or withdrawals (whether in time or not) shall be decided upon the spot by the Caller.

RULE 3. Between the close of the Call and the closing minute, all offers to buy or sell coffee, sugar or molasses for future delivery on the floor of the Exchange shall be open to the member first accepting such offer. Transactions made in any month at a price above that at which such month is offered or below that which is bid for such month, until what is offered shall be taken or what is bid for shall be supplied, shall not be deemed made at the market price for such month, and shall not be reported or recorded in the record of transactions.

[Adopted Effective Nov. 14, 1938] No member, while acting as a floor broker, shall buy from or sell to himself as such floor broker, directly or indirectly, for his own account or that of a partner, or for any account in which either he or a partner has a direct or indirect interest, except upon the following condition:

[Adopted Effective Nov. 14, 1938] The written consent of his principal to the specific transaction or to a general course of dealing by the broker for his own account must be obtained and each purchase or sale must be confirmed in writing by the broker to his principal on the date of the purchase or sale and the confirmation must indicate that the broker was the buyer or seller, as the case may be, and a copy of such confirmation must be filed with the Superintendent of the Exchange not later than 5 P. M. on the day of the transactions. (1 P. M. on Saturdays.) Such copy, however, need not bear the name of the principal.

[Adopted Effective Nov. 14, 1938] In the absence of instructions from the principal to the contrary, a sell stop order shall become a market order when a transaction or an offer is made at or below the stop price, and a buy stop order shall become a market order when a transaction or a bid is made at or above the stop price. In the absence of bids or offers in any month, the last posted prices for rings and margins shall apply to this rule.

No transaction that is not made by open outcry shall be reported or recorded in the record of transactions.

No straddle shall be recorded unless the buying of one month and the selling of another month has been executed simultaneously.

The name of the purchaser and seller shall be given when required. Acceptances of offers or of parts of offers to buy and sell shall be binding upon the acceptor at the price named by the member offering. Any dispute arising on bids, offers or acceptances must be settled by the Floor Committee.

[Amended Effective Feb. 6, 1939] It shall be considered an act detrimental to the best interests of the Exchange for a member who has an order for the purchase or sale or a straddle for Coffee, Sugar or Molasses to try to obtain the other side by soliciting such order unless the execution of the orders on the floor at open outcry has been proven impossible and the member has good reason to believe that such solicitation is imperative to procure a satisfactory execution for his customer.

It shall be considered an act detrimental to the best interests of the Exchange for a member to solicit an order which at the time he knows or has reason to believe is in the hands of another member for execution; and for any member to give a broker, upon his solicitation, orders already placed with other brokers for execution on the floor.

It shall be the duty of the Floor Com-

mittee to investigate and report to the Board of Managers any member who shall, in their opinion, be guilty of violating the aforementioned paragraphs.

One or more members of the Floor Committee shall have power to decide any dispute or may submit the same to the members on the Floor for a decision, only such members as actually witnessed the transaction and are not interested in the dispute being permitted to vote.

RULE 4. The time and price at which every transaction in coffee, sugar or molasses for future delivery is made, together with the number of contracts traded in, shall be reported promptly to the Superintendent. It shall be the duty of the seller to see that this report is made.

[Amended Effective March 1, 1939] Except as provided in Section 83, a member acting as a broker on the floor of the Exchange having orders to buy and to sell contracts for delivery in the same month may cross or offset such orders, having immediately theretofore in an audible voice bid for the full quantity involved not less than 1/100th of 1 cent per pound below and offered at not more than 1/100th of 1 cent per pound higher than the price at which the contracts are to be crossed except in the case of Raw Sugar Contract No. 4. In the case of such an operation in Sugar Contract No. 4, the variation will be 1/200th of 1 cent per pound. Such transactions shall be immediately reported by the broker to the proper Exchange authorities for recording in the day's transactions and shall thereupon be deemed to have been made by open outcry.

Contracts (except No. 4 Sugar Contracts) shall not be recognized by the Exchange extending beyond a period of 13 months, including the current month. No. 4 Sugar Contracts shall not be recognized by the Exchange extending beyond a period of 18 months, including the current month.

RULE 5. All contracts or slips must be signed by members of the Exchange having permanent offices in the city of New York and within the limits prescribed in Rule 14 of the Floor Rules.

So long as a stamp tax shall be imposed by law upon transactions on the Exchange, no such transactions shall be valid unless the provisions of U. S. Treasury Department, Bureau of Internal Revenue, Regulations 71 (revised July 1932) or any amendments thereto, relating to stamp taxes shall have been complied with.

RULE 6. It shall be the duty of the Floor Committee to proceed against any member who shall be found guilty of reporting false sales, in the manner provided by Section 46.

It shall be the duty of the Floor Committee to investigate any reported sales of which the legitimacy shall be questioned by any member of the Exchange, and the proof that said sales were actually and properly made in accordance with Floor Rule 4 must be furnished by the parties reporting. Failure to show such proof to be considered *prima facie* evidence of a violation of Floor Rule 4.

RULE 7. Any member who shall, at any time on the premises of the Exchange, use indecorous language to another member, or who shall be guilty of conduct subversive of good order and decorum, or of any act or acts whereby the personal comfort or safety of other members is seriously interfered with, shall be fined, at the discretion of any member of the Floor Committee, in a sum not exceeding ten dollars, and in addition thereto complaint may be made under the provisions of Section 46.

A repetition of the offense may subject him to expulsion.

RULE 8. Any member smoking in any part of the Exchange where the Floor Committee may decide to prohibit the same shall be fined five dollars.

RULE 9. If a member injures or destroys the property of the Exchange, it shall be repaired or replaced under the direction of the Floor Committee, and the expense charged to such member, in addition to any fines which may be imposed by any member of the Floor

Committee for the offense under this rule.

RULE 10. Any member who has been fined by the Floor Committee, or by any member thereof, may appeal from such fine to the Board of Managers, who may remit or reduce the same.

RULE 11. Complimentary cards of admission to the Floor of the Exchange, good for ten days, and not transferable, may, on application of a member, be issued by the Superintendent to non-residents of the City, no objection having been filed by any other member. A second card of admission shall not be issued to the same person within six months thereafter except upon express authorization of a majority of the Floor Committee.

In the event of objection being filed by a member with the Superintendent of the Exchange against the issuance of a complimentary card, the member requesting the issuance of such card may call for an investigation by the Committee on Membership of the reasons actuating the objecting member. In the event of the objection made not proving good and sufficient, the complimentary card shall be issued as though no objection had been made.

If any person who has received a complimentary card of admission shall while on the Floor of the Exchange trade or attempt to trade in Coffee, Sugar or Molasses for future or other delivery, a complaint having been made to the Floor Committee, and properly substantiated, he shall be at once excluded from the Floor of the Exchange, and the member on whose application the card of admission was issued shall suffer such penalty as the Board of Managers in its discretion may impose.

Members introducing a visitor for less than one day, and for whom a card is not obtained as above, must remain in the company of such visitor during his stay upon the Floor; but no member may introduce a visitor against whom an objection has been lodged by a member of the Exchange, which objection has not been overruled by the Committee on Membership.

Members introducing a visitor shall register the name of such visitor in the "Visitor's Book" provided by the Exchange for that purpose.

RULE 12. Cards of admission to the floor of the Exchange, not transferable, may be issued by the Superintendent, with the approval of the Floor Committee, to the actual partner or clerk of any member who may apply therefor. Such cards are only to be used in case of temporary absence from the city or illness of the member making the application, and confer no right upon the parties holding them to make purchases or sales on the floor.

Should any person holding such card violate the provisions of this rule, he and the member whom he represents shall be subject to such penalty or penalties as the Board of Managers, in their discretion may impose.

RULE 13. The courtesies of the Exchange may be extended to duly accredited representatives of the press to report markets, but they shall not be allowed to transact any other business.

RULE 14. Every member must have, within half a mile of the Exchange, an office apart from the rooms of the Exchange, where all notices and orders may be served upon him; and it shall be the duty of every member to keep filed with the Superintendent a written notice designating such office, and similarly to give notice of any change thereof; and if any member neglect to comply with this section, the delivery of any notice or order to the Superintendent of the Exchange shall be considered a good service upon and delivery to said member.

RULE 15. Any member who shall make fictitious or trifling bids or offers, or who shall offer to buy or sell any coffee or sugar at variations of less than one one-hundredth of one cent per pound, except under Sugar Contract No. 4 when the variations shall be one two-hundredth of a cent per pound, or molasses at variations of less than one one-hundredth of one cent per gallon, or who shall knowingly make any bid

or offer for the purpose of making a market price which does not reflect the true state of the market, shall, upon conviction, be subject to suspension, or such other penalty as the Board of Managers shall impose. "Split" offers or bids are a violation of this rule. [Amended Effective Aug. 14, 1939]

RULE 16. All members of the Exchange having partners must file with the Superintendent a memorandum thereof, together with a statement of their place or places of business. Subsequent changes in partnership, including notice of dissolution of or withdrawal from a firm, must be promptly filed with the Superintendent. Notice of dissolution or withdrawal shall be posted upon the bulletin for ten days.

Any member failing to comply with this rule shall be proceeded against as provided in Section 46 of the By-Laws.

RULE 17. Trading in Puts and Calls is not recognized by the Exchange.

Any member who trades or offers to trade in Puts and Calls upon the floor of the Exchange shall be subject to a fine of ten dollars for the first offense, and upon a repetition of the offense may be suspended or expelled from membership under Section 46 of the By-Laws.

RULE 18. No member of the Exchange shall give any compensation or gratuity to an employee of another member of the Exchange unless a request, in writing, for permission to give such compensation or gratuity is first submitted to, and approved by, the Executive Committee.

No member of the Exchange shall give any compensation or gratuity to an employee of the New York Coffee and Sugar Clearing Association, Inc. unless a request, in writing, for permission to give such compensation or gratuity is first submitted to, and approved by, said corporation.

Employees of the Exchange are forbidden to accept any compensation or gratuity from any member of the Exchange for any service rendered or to be rendered except when said compensation or gratuity has been approved by the Executive Committee.

No member of the Exchange, or firm registered thereon, or partner thereof, or any Officer or other representative of a Corporation enjoying Corporation Privileges on the Exchange shall, directly or indirectly, give any compensation or gratuity for services rendered or to be rendered or for any other purpose to any employee of a bank, trust company, or of any corporation, association, firm or individual engaged in the business of publishing any newspaper, news service or statistics or information in regard to such commodities as are traded in on this Exchange, or engaged in the business of dealing, either as broker or as principal, in such commodities, without first obtaining the written consent of the employer to the giving of such compensation or gratuity and filing written notice of such consent with the Executive Committee.

No member of the Exchange shall employ any employee of the Exchange for any service outside of the hours of regular employment by the Exchange, without having first obtained the approval of the Executive Committee and registering therewith the name of said employee, the nature of the services to be rendered, and the amount of said compensation.

RULE 19. Members having Radio or wire connections (either by telephone or telegraph), shall file with the Superintendent of the Exchange a list of all places reached by said Radio or wire connections.

They shall also file a list of all branch offices, agents or correspondents at each point on said Radio or wire connection.

All said lists shall be subject to the approval of the Committee on Commissions.

Said members shall promptly file with the Superintendent of the Exchange notice of all changes in these lists.

New York Cotton Exchange. *See* Cotton exchange.

New York Dock Company. Provides

terminal facilities for incoming shipments to and outgoing shipments from New York Harbor, including steamship piers, lighterage berths, storage warehouses, railroad freight terminals, and space for distribution and manufacturing.

New York Produce Exchange. The commodities traded at the New York Produce Exchange are of the greatest variety; yet, for each and every one of them, special rules regulate business among the members of the Exchange. In addition to these special rules, there are general rules regarding spot (*see* Present) and future (*see* Futures) contracts. The commodities handled include animal oils and fats, black pepper, cotton seed products, tallow, provisions (including such items as pork and beef in barrels as well as sweet-pickled or dry-salted meats, all of which are fully dealt with in the rules), soybean oil, petroleum (crude, refined, naphtha, and gasoline), vegetable oils, waxes and fats, lard, and, of course, grain. The Exchange even has rules regulating both the lighterage and the steamship trade among members. These rules define, unless individual charter parties provide otherwise, how the vessel's readiness for loading must be made known to charterers, the beginning of lay days, the number of hatches to be worked, and the time allowed for completion and clearing of vessel (*see* Vessel clearance). There are special rules for freight contracts for vessels loading on the berth. One of the most important items is grain, and the rules that regulate its trading and shipping among members go into the most minute detail, from the location of warehouses to the rules of the Exchange, by which the warehousemen in turn must abide if the warehouse is approved and accepted. These rules apply to both regular warehouses and system warehouses, and special receipts are prescribed for grain stored in them:

REGULAR WAREHOUSE RECEIPT FOR GRADED GRAIN

No.... .....
This Grain is subject to our advertised rates of storage.
Kind of Grain:.....
Bushels.....
Grade.....
Date..... 19.....

REGULAR WAREHOUSE RECEIPT FOR GRADED GRAIN.

Received in..... Stores.....
From.....
..... Bushels of.. .....
subject only to the order hereon of ..... and the surrender of this receipt, and payment of charges.

It is hereby agreed by the holders of this receipt that the Grain herein mentioned may be stored with other Grain of the same quality by inspection, in accordance with the Rules and Regulations of the New York Produce Exchange. Loss by Fire or heating at owner's risk.

The following is the Regular Warehouse Receipt for Graded Grain delivered into a system of two or more warehouses:

COUNTERSIGNED .....

REGULAR WAREHOUSE SYSTEM RECEIPT FOR GRADED GRAIN.

.....Warehouse Company.
Kind of Grain.....
Bushels.....
Grade.....
No.....
New York, ... 19.....
Received in the Grain Store System of this Company From..... ...
..... Bushels of.....
subject only to the order hereon of ..... and the surrender of this receipt and payment of charges.

It is Agreed by the holder of this receipt that the grain herein mentioned may be stored, and shall be considered to be and treated as if it were actually stored, with all other grain in said system of the same grade

by inspection, in accordance with the rules of the New York Produce Exchange, and that delivery under this receipt may be made of grain of the same grade out of any of the warehouses in said System. In case of loss or damage by fire in any part of said System, so much of said grain as shall bear a like proportion to this receipt as the lost or damaged grain of the same grade shall bear to all grain of like grade in this System of warehouses at the date of any such fire, shall be adjudged lost or damaged; and the obligation to deliver it under this receipt, except as salvage, cancelled; loss by fire or heating at owner's risk.

It is also Agreed that this grain is subject to the payment of our advertised rates of storage, and that accrued storage must be paid June 30th and December 31st in each year, and if not so paid, an extra charge of ¼ cent per bushel shall be made.

The Exchange rules for the trading of grain, besides regulating warehousing, extend to the deliveries, for the tender of elevator or warehouse receipts constitutes a delivery between sellers and buyers—with certain exceptions. The rules define in what quantities grain is to be delivered on the basis of the total quantity purchased, the meaning of sales made in boatload lots or cargoes of specific quantity, and inspection of the grain to be delivered as to its grade (to correspond with the grade sold and bought). These regulations provide for the right to substitute a grain of the same kind that is of a higher grade than the one contracted for, provided the higher grade delivered shall not be of a color or quality that will depreciate the value of the other when mixed with it. Various other points to be considered in connection with the sale and delivery of grain are also contained in the rules. Special attention is attached to the subject of future contracts (*see* Futures), and the following is the form of contract for grain sold for future delivery (there are special and separate rules regulating the grain futures trade for delivery in Buffalo):

GRAIN CONTRACT

New York..... 19.....

.....

In consideration of one dollar in hand paid, the receipt of which is hereby acknowledged, ... have this day sold to (or bought from) ..... bushels of ..... New York inspection, at ..... cents per bushel, deliverable at seller's (or buyer's) option ..... 19.....

This contract is made in view of, and in all respects subject to, the By-Laws and Rules established by the New York Produce Exchange, in force at this date.

.....

Wheat has a different form of contract, and when it is sold for future delivery on the floor of the Exchange, unless otherwise specified, it is known as *contract wheat.* The following is the form of contract for such grain for future delivery:

CONTRACT WHEAT

New York..... 19.....

In consideration of one dollar in hand paid, the receipt of which is hereby acknowledged ..... have this day sold to ..... or bought of ..... bushels of Contract Wheat, (which shall be either No. 2 Red Winter Wheat, No. 2 Hard Winter Wheat, No. 1 Northern Spring Wheat, No. 1 Hard Spring Wheat, or (at a discount of five cents per bushel from contract price) No. 3 Red Winter Wheat, No. 3 Hard Winter Wheat, or No. 2 Northern Spring Wheat, New York Inspection), at ..... cents per bushel of 60 lbs., deliverable at seller's (or buyer's) option ..... 19.....

This contract is made in view of, and in all respects subject to, the By-Laws and Rules established by the New York Produce Exchange, in force at this date.

.....

There are different rules and future contract forms for oats and corn, for example, as well as regulations for export contracts and cash grain sales. Special attention is also given to many other and regularly recurring details of grain trading, such as time contracts, transferable orders, appeals, regular trades, ungraded grain, grades (which are all minutely provided for, whether sold for immediate delivery, on time contracts, afloat, in store, or to arrive), payments, weighing, margins, defaults, and rates of commission. The latter are the minimum charges made for the transaction of business on the Exchange. The rules also include brokerage rates and brokers' liability. These commission and brokerage rates are established to embrace—for grain—dealings in wheat, corn, oats, rye, buckwheat, barley and barley screenings, kaffir corn, milo maize, and mill feeds, and they also clearly specify what sales are exempt from payment of brokerage. The actual sales are confirmed by a slip, which is in every way as binding as a contract (to which, however, both buyer and seller have a right) and reads as follows:

CONFIRMATION SLIP

New York..... 19.....

I (or we) hereby confirm sales (or purchases) made by me (or us) today, under the Rules of the New York Produce Exchange, and either party may at any time demand a contract in place hereof as provided by the By-Laws in lieu of this slip, as follows:

To, (or from) .....

Amount	Delivery	Kind of Property	Price

(Signed).....

Among the many other important rulings are those which define the various terms used only for carload distribution. Sections I and IV of Rule 38 (for grain) read as follows (with the understanding that, on all trades made for shipment or delivery within a given number of days, the time specified shall be calendar days):

(Rule 38 applies only to the distributing carlot trade.)

RULE 38. SEC. I. The term "Immediate Shipment" shall mean that shipment shall be made within three calendar days from the date when shipping directions have been received by the seller.

SEC. II. The term "Quick Shipment" shall mean that shipment shall be made within five calendar days from the date when shipping instructions have been received by the seller.

SEC. III. The term "Prompt Shipment" shall mean that shipment shall be made within ten calendar days from the date when shipping directions have been received by the seller.

SEC. IV. It shall be understood, where no specification of shipment is named in the contract, "Prompt Shipment" shall apply, and shall be so considered and have the same force as though it were actually specified in the contract.

"Bonded wheat" is used to mean "Canadian grown wheat, in bond, at the port of New York." All such wheat is officially inspected by the Dominion of Canada, on the basis of definite grades, known, for example, as No. 1 Northern Flat, No. 1 Hard, No. 2 Northern, and No. 3 Northern. It is prescribed in a special rule laid down by the Exchange for transactions in bonded wheat for future delivery that it is the duty of the inspector-in-chief, or his deputies, to inspect as to condition and supervise the weight of all bonded wheat going into store or afloat in the port of New York. He must further inspect as to condition and supervise the weight of all bonded wheat delivered from store, elevator, or afloat, and furnish a certificate as to condition of such grain:

(*Special rule regulating transactions in Bonded Wheat for Future Delivery.*)

RULE 40. Wherever the term "Bonded Wheat" is used, it will be understood as meaning "Canadian Grown Wheat, in Bond, at the Port of New York." All such Wheat to be of Dominion of Canada official inspection as to grades. All offers to buy or sell Bonded Wheat for future delivery shall be in lots of 5,000 bushels, or multiples thereof, unless otherwise stipulated. Lots of less than 5,000 bushels shall not establish an official quotation.

The following grades of Bonded Wheat are deliverable on contracts for future delivery:

No. 1 Northern, flat.

No. 1 Hard, at a premium of 1¢ per bushel.

No. 2 Northern, at a discount of 3¢ per bushel.

Although it is impossible, within the scope of this Dictionary, to go into all the details governing the transactions of the New York Produce Exchange either in grains or in all of the other aforementioned products there traded, this short excursion into the detailed grain regulations, though far from complete, will show how every possible feature of each and every individual commodity, product, and transaction is provided for and how every effort is made to base all trades on such by-laws, rules, and regulations so minutely prescribed that differences, disputes, and misunderstandings are avoided.

These rules and regulations, referring to anything from grain to lard, from black pepper to tallow, from provisions to cottonseed products, are all printed in separate pamphlets, covering spot and future contracts. They can be seen at the exchange itself and in the offices of any member dealing in them. Produce, commodity, and other like exchanges thus fulfill a most important function in the domestic as well as the foreign trade of the nation and are a separate but most valuable and necessary part of both. (*See also* Produce exchange; Commodity Exchange, Inc.; *and all* Commodity exchange *and* Commodity *headings.*)

Night. From 5 p.m. to 8 a.m. is considered "night" by Customs. (*See* Sunday lading.)

Ninety days' sight draft. *See* Draft, time.

No commercial value. An article, product, or service without value in the commercial market. (*See* Value, commercial.)

No-value samples. *See* Sample, without value.

Non-acceptance (of) draft. *See* Draft, dishonored.

Nonconference rates. *See* Conference rates (and nonconference rates).

Non-contiguous territory of the United States. *See* Contiguous country.

Non-dumping certificate. *See* Certificate, non-dumping.

Non-dutiable charges. *See* Dutiable charges.

Non-freight paying. *See* Ballast.

Non-government quota. *See* Quota, non-government.

Non-negotiable. Describes something that cannot be negotiated or transferred, in contrast to *negotiable.* (*See* Bill of lading, non-negotiable; Draft, non-negotiable.)

Nonpayment protest. *See* Draft, protest.

Nonperformance insurance or risk. *See* Insurance (against) nonperformance.

Non-valued insurance. *See* Insurance, non-valued policy.

Not enumerated articles. *See* Articles, enumerated.

Note (of) advice. *See* Advice.

Note (of) arrival. *See* Arrival notice.

Note (of) consignment. *See* Consignment note.

Note (of) contract. *See* Auction contract.

Note, freight, confirmatory. *See* Freight contract.

Note, promissory. A written acknowledgment of a debt, and a promise to pay at a certain date. (*See* Promissory note.)

Note, weight. *See* Weight note.

Notes, bank. The notes issued by a bank and serving as currency in countries where such notes can be issued by banks in addition to or in place of the government's treasury notes.

Notes, circular. A form of letter of credit, though modified, issued by banks in connection with money deposited with them. They sometimes take the place of the traveler's letter of credit, when issued for stated amounts and addressed to the bank's foreign agent or agents, in which case they are accompanied by a letter of identification to assist in identification of the person presenting the note for payment. (*See* Letter of credit, circular.)

Notes of the Federal Reserve. *See* Federal Reserve System.

Notes (of) measurement. *See* Packing list.

Notice (of) arrival. *See* Arrival notice; *see specimens, pages 702–705, 903.*

Notice (of) dishonor. *See* Draft, dishonored.

Notice (of) intent. *See* Drawback application for establishment of drawback rate.

Notification, letter of credit. *See* Letter of credit, export; Notifying bank.

Notify bill of lading. *See* Bill of lading, to order, notify.

Notify, to. *See* To be notified.

Notifying bank. *See* Letter of credit, export; Letter of credit, *heading:* "General provisions."

Number (of) indent. *See* Number (of) order; Indent.

Number, index. In order to determine the approximate variations and, therefore, the values of money, or of commodities, a number of the latter are selected. The price of each at the time of selection is then expressed in percentages as compared with their prices at another period (say, ten years earlier, for example). Thus, the index number indicates the rise or fall of the value of money, according to whether it is above or below one hundred, which is the number arbitrarily assigned to the value in normal times.

Number (of) invoice. This is the number given to the invoice. All invoices should be numbered, for identification, for reference in cables, and so forth.

Number (of) order. The number given to the order or indent. All orders or indents should be numbered for identification of shipments and for reference purposes in correspondence, cables, and so forth, and the number should be repeated on all invoices for the goods which fill all or part of the order.

Number (of) vessel. *See* Vessel number.

O

Oath, master's. *See* Vessel entry; Vessel clearance. *See pages 735, 809, 888.*

Obligation. A certificate of indebtedness, or bond, which bears a fixed rate of interest.

Ocean bill of lading. *See* Bill of lading, ocean.

Ocean B/L. *See* Bill of lading, ocean.

Ocean carrier. *See* Vessel, ocean-going.

Ocean freight. Freight charged by ocean-going vessel.

Ocean freight rates. *See* Freight rates.

Ocean Freight Refund Committee, 333 Pine Street, San Francisco, California. This Committee was organized in May, 1942, to aid shippers to obtain partial refunds of freight money paid for voyages which were frustrated by the Japanese attack on Pearl Harbor. In early December of 1941, numerous vessels were loading in United States ports for the Philippine Islands and other destinations in the Pacific Ocean. At the time of the Japanese attack on Pearl Harbor, some of these vessels had not left port; those that were on the high seas were instructed to proceed immediately to the nearest safe port, and, consequently, landed at various ports in the Western Hemisphere. The freight charges for the entire voyage had been prepaid in each case, and, in accordance with the bill of lading, this money was not returnable even though the vessel did not leave port. The Supreme Court of the United States already had upheld the legality of provisions in bills of lading, absolving the steamship line from returning any part of the freight money where the voyage had been interrupted by conditions over which it had no control.

That was the situation when the Ocean Freight Refund Committee was organized to represent shippers in negotiating with steamship lines for partial refunds of prepaid freight on these frustrated voyages. The Committee secured the co-operation of the War Shipping Administration, and legislation was passed in Congress to facilitate the Committee's work. The result was that liberal refunds were made by many of the steamship lines involved.

Ocean rates. *See* Freight rates.

Octroi. A domestic duty, paid for goods or commodities passing from one part of a country to another, and thus collected as a domestic interstate or (in some countries) interterritorial tax.

Offer, firm. *See* Firm offer.

Offer, standing. *See* Standing offer.

Office of Business Economics of the Department of Commerce. The *objectives* of the Office of Business Economics are to provide basic economic measures of the national economy, current analyses of the economic situation and business outlook, and general economic research on the functioning of the economy, including cooperative research with business organizations, other Government agencies, and university and research institutions; to develop basic economic and statistical indicators; and to provide a basis for policy formulation of the Department with respect to Government operations insofar as they affect economic movements. (*See* Commerce Department.)

There are several important divisions, namely:

The *National Income Division* prepares estimates and data on the national income and gross national product.

The *Current Business Analysis Division* prepares current analyses of business conditions and develops basic

economic indicators for business and government.

The *Regional Economics Division* studies and analyzes the economic factors influencing the development of regional areas.

The *Business Structure Division* studies all economic factors relating to the structural and functional organization of business.

The *Economic Programs Division* co-ordinates and analyzes all data relating to government fiscal and economic policies as they affect business conditions and prospects.

The *International Economics Division* analyzes and reports on the balance of international payments of the United States.

The *Clearing Office for Foreign Transactions* compiles, analyzes, and reports on the foreign transactions of the Government of the United States.

The Office of Business Economics maintains liaison with the Treasury Department, the Bureau of the Budget, and other Government departments and agencies with respect to data and programs relating to both domestic and international business.

Office of Field Service. The field programs of the Office of International Trade (C), the Office of Small Business, the Office of Domestic Commerce, the Office of Business Economics, and the Office of Publications in the Secretary's Office are carried out by the Office of Field Service at the regional and district levels throughout the United States. The Department field offices are also responsible for the dissemination in the field of the reports, data, and statistical statements published by the Bureau of the Census, and for making available to the business community the facilities of other primary organization units of the Department of Commerce.

The Office of Field Service directs the activities of the regional and district offices comprising the Department of Commerce Field Service.

(*See* Commerce Department of the United States *for details and listing of* Field Service Offices.)

Office (of) Foreign Agricultural Relations. *See* Agriculture, Department of, United States.

Office of International Trade of the Department of Commerce (C). In general, it is the responsibility of the Department of Commerce, working closely with American business, to represent the viewpoint of the foreign traders in the development of our Government's economic policy, to interpret this policy and the international economic position of the Government to the foreign trade community, and to promote the commerce of the United States abroad. (*See* Commerce Department of the U. S.; Bureau of Foreign and Domestic Commerce: "Office of International Trade"; Office of Field Service.)

That particular part of the Department of Commerce concerned with foreign commerce is the Office of International Trade, referred to as "OIT (C)." OIT (C), the principal source of foreign trade information in the United States, is prepared to supply information on virtually every phase of foreign trade. It constantly distributes directly and through the field offices of the Department of Commerce data based largely on current reports from American Foreign Service officers abroad, prepared by the trade experts, statisticians, and compilers at its Washington headquarters.

Requests for foreign commercial and economic information should be addressed to OIT (C) or to the nearest field office. If the desired information is not readily available, a request will be promptly dispatched to the proper United States representative abroad.

Printed publications prepared by OIT for which a charge is made may be purchased from the field offices of the Department of Commerce, or from the Superintendent of Documents, Government Printing Office, Washington 25, D. C. Much valuable mimeographed material is also obtainable at a nominal charge from OIT (C).

The purpose of the Office of International Trade is to foster and promote the foreign commerce of the United States. More specifically, its objectives are to promote United States trade interests in exports and imports in the interest of maintaining full production and full employment; to encourage and facilitate the expansion and balanced growth of international trade; to promote the stability of international economic relations; to co-operate with other nations in the solving of trade and exchange problems through international organizations and conferences and otherwise; to assist other nations toward higher economic development as a means of stimulating United States and world trade; to facilitate United States participation in peacetime trade with former enemy and other areas in which normal channels of trade do not exist; and to reduce obstacles to and restrictions upon international trade.

This Office includes the following major organization units (besides the Office of the Director): Areas Branch, Commodities Branch, and Special Services and Intelligence Branch.

I. *The Areas Branch* furnishes information on every trading area in the world. This includes both basic and current data at the country level on resources, markets, trade controls, finance, exchange, tariff rates and regulations, commercial laws and practices, patents and trade-marks, taxation, and local legislation affecting trade. This Branch also compiles and disseminates foreign trade statistics of the United States and other countries. It is serviced by divisions which cover the various parts of the world, as, for example: the American Republics, the British Commonwealth, Europe, the Far East, and so forth.

II. *The Commodities Branch* furnishes information on production, consumption, and distribution of all commodities entering into foreign trade. It initiates studies and surveys of world markets for United States goods and services; carries on continuous studies of sources of supply and stocks of raw materials, as well as uses of foreign commodities and materials for manufacture in this country. This Branch also supplies data on consumer preferences and trends in commodities and industries. In this Branch are also the export control functions which are now administered by OIT (C). It is serviced by the following Divisions: Commodity Service; Commodity Analyses; Chemicals and Drugs; Foodstuffs; General Products; Machinery and Metals; and Textiles and Leather.

III. *The Special Services and Intelligence Branch* furnishes information on the personal element entering into foreign trade. Specific services include Trade Lists classifying the usual channels of distribution, sources of foreign supply, and principal industries, processors, and service organizations; *World Trade Directory Reports* giving detailed information on approximately 1,000,000 foreign firms and individuals engaged in foreign trade. It also announces foreign business visitors and specific export and import opportunities through New World Trade Leads in *Foreign Commerce Weekly*. It handles trade complaints arising in connection with foreign trade transactions. Person-

alized service is furnished to those seeking information about exporting and importing as well as the various "intangibles" such as transportation and communications, insurance, and commercial and tourist travel. It is serviced by the following Divisions: Commercial Intelligence; Transportation and Communications; International Trade Services.

The activities of OIT fall into two main subdivisions, one dealing with commercial policy matters, the other with the rendering of direct services to the foreign-trade community. In large part, the policy function is new. Previously, the Trade Agreements Unit of the Bureau of Foreign and Domestic Commerce assisted the Department of State in the revision of existing agreements between the United States and foreign countries, and furnished exporters and importers with information regarding changes in rates of duty and estimates of their effect on trade. This work is now greatly expanded not only because of the extension of the Trade Agreements Act providing for the broadening of the trade-agreements program, but largely because of the plan to negotiate simultaneously with several countries and the fact that the program is tied in with all other International Trade Organizations. In addition, OIT is concerned with the foreign lending and investment policy of the United States, as carried out through the Export-Import Bank, the International Bank for Reconstruction and Development, and the International Monetary Fund. OIT also represents the Department on the President's Executive Committee for Economic Foreign Policy. And, similarly, the Department's participation in the economic agencies of the United Nations Organization, such as the Economic and Social Council, the International Trade Organizations, and the Food and Agriculture Organization, is carried out by OIT.

The direct service work—the work of aiding exporters and importers and others interested in foreign trade—is very important. Pre-war commodity and industrial information for foreign countries is brought up to date to meet the needs of American businessmen. As foreign traders require more than just informational services on trade opportunities, they are given positive action in specific cases on their behalf toward obtaining modifications in the trade programs of foreign countries, changes in the administration of trade controls, and so forth. The OIT also emphasizes direct services to importers, because imports, plus expanded travel abroad, provide the only enduring means of supplying the dollar exchange necessary for additional exports. In a real sense, this is a new departure in United States trade promotion, which heretofore was focused on exports. It is the long-awaited official recognition of the fact that foreign trade is a two-way street.

EFFORTS TO SECURE REDUCTION OF BARRIERS TO TRADE

Extensive discussions were held with the British representatives during the financial negotiations in 1946. The United States Government conceived the possibility of an international trade organization for the purpose of promoting world conditions which would make possible a balanced growth of international trade, high levels of production, and full employment in all countries. The development of this proposal was in the hands of numerous interdepartmental committees on which OIT personnel served. These developments also resulted in the United States Government's (and later, United Nations') decision to convene a conference at which trade agreements would be negotiated simultaneously among the

nations which predominate in world trade.

The preparation for this conference and certain preparatory meetings required a vast amount of basic statistical and analytical work on past levels of trade, discernible trends, and tariffs and other restrictions, which would affect the concessions to be asked from foreign countries.

DIRECT ASSISTANCE TO EXPORTERS AND IMPORTERS

American manufacturers are aided by trade compilations, economic reviews, summaries of tariff regulations, and other guides. Summaries of current economic information are supplied for every country in the world. These summaries are useful to American business in developing for itself a picture of foreign markets, and these are not alone centered in possible exports, but in a variety of proposed imports.

By area. OIT can supply a detailed survey of the position of each foreign country in the international trade field.

By commodity or industry. Analyses of the extent and character of available supplies of many materials in individual foreign countries are gathered and continued. They indicate which countries have the means to buy American export commodities—and to pay for them with goods needed here. Changes in foreign markets and sources of supply are also investigated and their effect on United States foreign trade appraised.

By commercial intelligence and trade services. New sales outlets are investigated and the commercial intelligence records are continuously brought up to date. Information on specific opportunities to export to or import from foreign countries, as well as on foreign business visitors, is constantly *Foreign Commerce Weekly* makes these bona fide leads available to foreign traders.

By liaison with the Foreign Service. The OIT's service to foreign traders demands a constant flow of information into OIT from every trading area in the world. Responsibility for this flow is in the hands of the Foreign Service of the United States.

To insure the type, quality, and volume of data needed, OIT co-operates closely with the Department of State. For example, under the Foreign Service Act of 1946, which permits a greatly increased commercial staff, both agencies work together in the final selection of Foreign Service Officers, and OIT prepares the necessary instructions, receives requests for information, and reports details for transmittal through the Department of State to U. S. missions abroad.

While the Foreign Service Officers act as the eyes and ears of American trade interests throughout the world, sending in vast quantities of information, all these data are refined and analyzed before they are submitted by OIT to business.

Trade Lists. These cover: (1) the usual channels of distribution (agents, distributors, wholesalers, importers); (2) sources of foreign supply (growers, producers, exporters); (3) principal industries, processors, and service organizations. Listings are classified under 100 major commodity groups for almost every trading area.

"World Trade Directory." The Commercial Intelligence Division also maintains the *World Trade Directory*, which provides detailed information on 1,000,000 foreign firms and individuals engaged in world trade. Each report cites the firm's method of operation, reputation, size, number of employees, capital, annual turnover, ownership or management, and representatives in the U. S. and elsewhere.

Trade Leads. This Division an-

specific export and import opportunities through "New World Trade Leads" in *Foreign Commerce Weekly.*

Personalized Service. The International Trade Service Division of the Special Services and Intelligence Branch furnishes personalized service to those seeking advice and counsel on exporting and importing, as well as intangibles in world trade—insurance, fairs and exhibits, and travel.

Transportation and Communications. Information on all aspects of international transportation and communications—shipping, railway, highway, air, pipelines, inland waterways, power, public utilities, and electrical characteristics—is gathered, analyzed, and distributed by the Transportation and Communications Division. Here the world trader obtains current material on facilities, rates, and services in any way affecting movement and distribution of any U. S. exports and imports.

How to Register for Service. U. S. firms interested in developing world trade identify themselves by registering for the *Exporters'* or *Importers' Index* maintained by OIT, providing information concerning their background and activities to enable OIT to assist them intelligently.

OIT PUBLICATIONS

"Foreign Commerce Weekly." Business, professional, and Government people have long considered this illustrated magazine a standard textbook on the economics of international trade. It serves as mouthpiece of OIT specialists and carries important contributions by officials in other Government agencies and departments. Regular features include: New World Trade Leads; News by Countries (short items on tariffs, trade controls, and other economic news); News by Commodities (current world situation on leading commodities); Trade-Mark Applications; U. S. Export Control and Related Announcements; and Latin American Exchange Rates; and listings of new books and reports, governmental and private. Available from the Dept. of Commerce Field Offices or the Supt. of Documents, Washington 25, D. C.

"Industrial Reference Service." A series of looseleaf reports issued as completed, published in parts, available by subscription from Dept. of Commerce Field Offices or the Supt. of Documents, Washington 25, D. C. Part 1, Transportation and Public Utilities; Part 2, Chemicals, Drugs and Pharmaceuticals; Part 3, Motion Pictures and Equipment; Part 4, Electrical Equipment; Part 5, Foodstuffs, Fats, and Oils; Part 6, Forest Products; Part 7, Leather and Its Products; Part 8, General Products; Part 9, Textiles and Related Products; Part 10, Machinery and Motive Products; Part 11, Metals and Minerals. Copies of single reports are available. The series includes foreign market surveys on major industries and commodities, transportation facilities, by countries, and other studies basic to intelligent market analyses.

"International Reference Service." A series of looseleaf reports, issued as completed. Provides basic economic reports gathered by Foreign Service Officers of the U. S. Government. Covers foreign industrial development, preparing shipments to foreign countries, methods of doing business, costs of doing business and living in foreign countries, marketing areas, economic situation in foreign countries, and foreign commercial laws. Includes the *Foreign Commerce Yearbook* country series.

"Channels for Trading Abroad." Economic Series No. 52, 1946, 26 pp. Available from Dept. of Commerce Field Offices or the Supt. of Documents, Washington 25, D. C. Designed particularly for businessmen planning to enter exporting or importing or to expand their prewar trade abroad. Describes the principal chan-

nels through which successful foreign traders export or import goods. Suggests methods of selecting representatives and sources of information about them. Outlines services in this field available from the Dept. of Commerce and its Field Offices in the U. S.

"Foreign Trade—Basic Information Sources." July, 1946, 46 pp. Available from the Office of Information, Inquiry and Reference Section, Commerce Bldg., Washington 25, D. C., and Dept. of Commerce Field Offices. A comprehensive reading list of Government and non-governmental publications on foreign trade in general. Lists directories of foreign traders and magazines and journals of wide foreign circulation.

"Export and Import Practice." Trade Promotion Series No. 175, 1938, 310 pp. Available from Dept. of Commerce Field Offices or the Supt. of Documents, Washington 25, D. C. A manual for the new or established exporter or importer, giving a step-by-step description of how foreign trade is conducted. Freely illustrated with specimen forms and documents required in export and import shipments. Contains a glossary of commercial abbreviations, collection and payment terms, and an index.

"Modern Export Packing." Trade Promotion Series No. 207, 1940, 540 pp., illustrated. Bureau of Foreign and Domestic Commerce. Available from Dept. of Commerce Field Service or the Supt. of Documents, Washington 25, D. C. Comprehensive manual describing the principles of packing merchandise for export. Illustrates effective packing procedures used in late prewar years. Revision to include techniques during the war is planned.

"Comprehensive Export Control Schedule." Available from Supt. of Documents, Washington 25, D. C., and Dept. of Commerce Field Offices. Based on official regulations of the Office of International Trade, together with supplements issued as *Current Export Bulletins.* Comprises all regulations relating to export control.

"Guides for New World Traders." Addressed to newcomers in international trade. Points out some of the major problems and methods of solving them. For example, it gives a step-by-step course to follow in analyzing the possibilities of exporting and importing goods. Contains a selected list of books, studies, and other publications, both governmental and non-governmental, essential in gaining a fundamental knowledge of the techniques of trading abroad.

By seeking the advice of business. As it is recognized by OIT that better understanding between business and government and the development of sound and increased foreign trade can best be achieved by co-operation and counseling with businessmen and trade groups, OIT has initiated a trade relations program designed to provide it with continuing advice and counsel by representative foreign traders, manufacturing exporters, and trade groups. Permanent committees established are the Export Advisory Committee, the Import Advisory Committee, and a Committee for the Financing of Foreign Trade, composed of bankers and businessmen, which provides counsel in the field of financial arrangements.

(*See* "Importers' Index.")

Office of International Trade Policy. *See* State Department of the United States, *heading:* "Office of International Trade Policy."

Officer, Customs. *See* Customs officer.

Official rate. The legal rate, in contrast to the free, prevailing rate.

Official tariff value. *See* Value, tariff, official.

Official valuation. *See* Tariff valuation.

Official value. *See* Value, tariff, official.

Official weight. *See* Weight (by) official weigher.

Offsetting (of) futures contracts. *See* Commodity exchange, futures contracts, offsetting (of).

On-board bill of lading. *See* Bill of lading, ocean; Letter of credit, *headings:* "Documents," "Guiding provisions."

On board, free. *See* Definitions, foreign trade, American.

On deck. The main deck of the vessel, or other spaces above the main deck of the vessel which may be used for carrying cargo.

On-deck cargo. *See* On deck; Cargo (on) deck; Insurance, deck cargo.

On-deck cargo insurance. *See* Insurance, deck cargo.

On demand. *See* Draft.

On fire. *See* Insurance, burning.

Open account. *See* Payment, open account.

Open bid. *See* Bid, open.

Open cargo insurance. *See* Insurance, open cargo policy.

Open contract. *See* Contract, open.

Open credit. *See* Letter (of) credit, open.

Open door. Usually defined as the granting of equal opportunities for foreign businessmen and shippers and of equal treatment of foreigners in a particular country. (*See* Tariff, preferential.)

Open door policy. A government policy which creates or strives to maintain the equal treatment of foreigners within a country. (*See* Open door.)

Open indent. *See* Indent, open.

Open insurance. *See* Insurance, open cargo policy.

Open insurance cargo policy. *See* Insurance, open cargo policy.

Open insurance policy. *See* Insurance, open cargo policy.

Open letter of credit. *See* Letter of credit, open.

Open policy. *See* Insurance, open cargo policy.

Opened credit. This signifies that a credit has been established ("opened") for or by someone. (*See* Credit; Opening bank.)

Opening bank. (*See* Letter of credit, *heading:* "General provisions.") The bank to which the issuing bank has sent the letter of credit, with instructions to open such credit for the beneficiary named therein, and to meet his drafts against such credit in accordance with the terms and conditions set forth in the letter of credit. (*See* Issuing bank; Letter of credit, *heading:* "Issuing bank.")

Operating costs, ship's. *See* Vessel, operating cost.

Option. (*See* Exchange.) An arrangement to buy or sell (stocks, shares, or commodities) at a fixed price within a limited time. A consideration must be paid for the option. According to its character, there are different options (*see* Option *headings*), and the broker, who arranges the option, is paid for his services. (*See* Futures; Hedging.)

Option buyer. The dealer who buys an option.

Option, buyer's. The right of the buyer to buy a certain article (or take delivery) within a certain time. This right is connected with very many different dealings and goods, but in each instance it signifies that it is the buyer, and not the seller, who has the right (has the option) to choose and decide. (*See* Time (of) shipment; Option, seller's.)

Option, call. If the option arrangement is made for the purpose of buying goods, or of "calling" for them, it is known as a *call option.* This option enables one dealer to buy from another the option to call for a certain amount of goods or commodities, at a fixed price, within a certain period. (It is also used in the stock market, where such an arrangement for the buying of shares (stocks) at a fixed price, within a certain time, is also known as *call option.*) For example,

if a dealer anticipates a rise in the price of a grain (wheat, for example), he can offer to buy an option of a definite quantity of the grain at a definite price for future delivery, the date of which is specified. For such an option he pays a certain price which entitles him to "call" for the wheat before the specified future date. (*See* Time (of) shipment.) If the market price of the grain remains unchanged or falls before the close of the delivery term, there is no profit on the transaction. But if the price rises, the purchaser can call for delivery and sell the wheat again at the prevailing market price. He will thus make a profit equivalent to the difference in the price less what he paid for his option. The dealer, therefore, insures himself against the rise in price of a commodity (such as wheat, for example) in the future, up to the date of delivery for which he contracted, while he may profit by such a rise if he so wishes. (*See* Option, put.)

Option, double. This is the right to buy *or* sell a certain quantity of a commodity within a certain period in the future, which is specified, at a price fixed in the present. It is, therefore, a combination of a call and a put option, and is called a *double option.* In this way, protection is obtained against the fall or rise in the price of the commodity, as the purchaser of the option can either buy or sell, at his option. The amount of such an option, that is to say, the payment for the privilege of exercising it, is generally twice that of the *single* (put or call) *option.*

Option (on) foreign exchange. A bank will quote to the buyer or seller (of a foreign currency) a rate at some future date for such currency. It will make this quotation either for a fixed date or at an option date. In the latter case, the currency can be bought or sold within the option period, but the last day of the option makes its exercise compulsory. The period for such options is generally limited (though the final dates vary) to three months (*see* Foreign exchange futures; Futures exchange).

Option, money. A money option is a consideration paid for the right to sell or buy a certain commodity or the like at a fixed price and/or at a fixed date.

Option, put. (*See* Put.) Just as the buyer's option entitles to "call" for the commodities or securities he bought, so the seller (of commodities or securities) by such an option arrangement obligates himself, or acquires the right, to deliver the commodities bought: to put them at the buyer's disposal. This is called the *put option,* that is, the seller's option to deliver. (*See* Option, call.)

Option seller. The person who sells an option.

Option, seller's. (*See* Option, buyer's.) The seller has the option to decide, in contrast to the *buyer's option.* This refers principally to the time of shipment. (*See* Time (of) shipment.)

Option, ship's. (*See* Freight.) It is customary for the vessel to have the option to charge freight for cargo carried on the basis of either measurement or weight, whichever is more advantageous to the shipowner (*see* Freight by measurement).

Option, single. Either a *call* or *put* option, and the opposite of a *double option.* (*See* Option *headings.*)

Order acceptance. When the order is accepted, it becomes a contract.

Order bill of lading. *See* Bill of lading, to order.

Order B/L. *See* Bill of lading, to order.

Order confirmation. When the order has been confirmed, it becomes a contract. (*See* Contract confirmation.)

Order, delivery. *See* Delivery order.

Order (for) export. *See* Export order.

Order, foreign. *See* Export order; Indent.

Order, import. *See* Import order.

Order, indent. *See* Indent.

Order number. *See* Number (of) order.

Order, sample. *See* Sample order.

Order (as per) sample. *See* Sample, order (as per).

Order, standing. *See* Standing order.

Organization (of) Customs. *See* Customs Service.

Organizations, international, important (to) foreign trade. *See* State Department, United States.

Origin certificate. *See* Certificate (of) origin.

Origin, country (of). *See* Country of origin.

Origin, marks (of). *See* Markings.

Origin, point (of). *See* Point of origin.

Original amount weight. *See* Weight, shipped.

Original bill of lading. *See* Bill of lading, original.

Original consular invoice. *See* Invoice, consular.

Original draft. Also called *First of exchange.*

Original margin. *See* Margin.

Original weight. *See* Weight, shipped.

Outage. *See* Wantage.

Outgoing steamer documents. *See* Steamer documents, outgoing and incoming.

Outturn weight. *See* Weight, outturn.

Outturn weight guarantee. *See* Weight, outturn, guaranteed.

Outward foreign manifest. *See* Manifest, outward foreign.

Outward foreign voyage. *See* Vessel, voyage, outward foreign.

Outward freight manifest. *See* Manifest, outward foreign.

Overage. More than the specified sold or bought quantity.

Overdue. The term applied to a payment or a draft that was not met at the date of its maturity.

Overhead. *See* Overhead expense.

Overhead expense. In foreign trade overhead expense comprises all expenses, costs, and charges connected with the importation, exportation, transportation, and so forth, of exported and imported goods. (*See* Expense; Overhead, general.)•

Overhead, foreign trade. *See* Overhead expense.

Overhead, general. The costs of a business or factory that are not directly part of and, therefore, chargeable to, any definite unit of merchandise produced. This therefore includes all salaries of staff, rent, postage, petty expenses, and research and all other general expenses. The overhead expense, in contrast to the production cost, cannot be definitely figured or precisely calculated on the basis of materials, wages, power, and the like, and cannot be applied to any particular unit of production. (*See* Production cost; Overhead expense.)

Overproduction. The production is larger than the need, creating a supply that is greater than the demand.

Overseas market. *See* Foreign market.

Overtared. Used to describe the attempt to pack goods as heavily as possible in order to reach a maximum tare allowance, in cases where the latter is paid on a standard basis.

Owner's liability. *See* Responsibilities and liabilities, carrier and ship, *heading:* "Liability of owners and masters."

Ownership certificate. *See* Certificate (of) ownership, vessel.

Ownership transfer. The transfer of the ownership.

P

Pack animals. The animals used in some countries to carry goods inland, for lack of roads or other means of transportation.

Packages (by) air express. *See* Air express.

Packages, packed. In the United States, packed packages which contain one or more packages addressed to different persons are permitted entry for these individual packages separately. No entry is required for parcels contained in packed packages where the individual parcel contains merchandise free of duty and not exceeding $100 in value. (*See* Shipment, consolidated; Entry (of) parcels.)

Packages, postal, export. *See* Postal services.

Packages, special delivery. *See* Special delivery packages.

Packing. A very important export item, and, of course, just as important for import, for in both cases trade will suffer if the recipient of the goods has cause for complaint or suffers loss and/or damage on account of negligent or incompetent packing. The shipper, therefore, must be sure that the goods he has sold or sends forward on consignment are properly packed, if they need packing at all, and he must, therefore, be informed by either the consignee or the buyer what to guard against, or must himself acquire the necessary knowledge. Packing is influenced by climate, means and methods of transportation, weight, cost, materials used, and similar factors. In any event, it should be done strictly according to instructions, if they are received, and as well and as economically as possible, as regards both actual cost (especially to countries where cost of packing is dutiable) and weight. The latter is most important for shipments to countries where the duty is charged on the gross weight (that is, the weight of the goods including the packing). Packing instructions should be very closely adhered to also because condition of the shipment on arrival will depend very much on how it was packed at the point of shipment. Export goods, for example, are handled by trucks, railroad, steamer, plane, and so on. They may have to be taken ashore in lighters or boats, or carried through surf on the heads of bearers, or, again, they may be unloaded on docks and piers. Inland, they may reach their final destination by many means, and all of these various phases of transportation may be used before goods reach final destination, and the packing alone insures the goods from damage. Goods for export will be handled many times, often with violence. Packing therefore should protect against strain, protect against moisture, protect against pilferage, be economical from a tariff standpoint (*see below*), be adapted to the customer's needs (as in reshipment in whole or broken packages), and facilitate Customs examination.

But there are many other reasons for careful packing and the adherence to such instructions as the buyer or consignee may send together with his order. Packing for foreign markets must meet two sometimes conflicting demands—first, the prime necessity of safe delivery of the goods in the foreign Customs warehouse, and second, the need for meeting these requirements with the least expense to the importer by way of added Customs duties and/or freight rates because of additional weight due to

heavy packing. There may be inland transportation rates which depend on the containers used for the cargo carried by rail, carriers, truck, or river boats. Again, packing must be such as to protect goods against theft and pilfering. The freight rate often depends on the way goods are packed, for the ship has the option to charge on the basis of measurement or weight (*see* Freight (by) measurement) and, if packing is unnecessarily bulky in proportion to its weight, the measurement basis will be used and the added freight cost will add to the landed cost of the goods so packed and shipped. Battens and cleats for light shipment should be avoided, as they add to the measurement and therefore to the freight. In addition, the insurance people, both directly and indirectly, are naturally interested in the packing of merchandise, for not only do they take a greater risk if goods are packed badly and therefore may become more easily and frequently damaged and subject to claims, but underwriters must be able to calculate risks in order to set premium rates. Bulk and weight are factors not only in countries where Customs regulations charge duty on the basis of gross or net weight, but also in those using legal weight (*see* Packing, various duties) as the basis of their import taxes. This means that the wrapping immediately surrounding the merchandise is also included in the weight for Customs purposes, so that even such small items as paper, bottles, boxes, cans, in fact, containers of every kind and made from every material, may add to the landed cost of the shipment after duties have been paid. Most countries have special regulations for the classification of the various types of merchandise which are not ready manufactured, that is to say, which benefit by being in a semimanufactured state, as this necessitates the employment of native labor and often of native materials. In such cases, it is of advantage and, of course, necessary to send goods which benefit by such regulations non-assembled and, probably, in separate cases or boxes. The same separation of units is necessary and advisable when a Customs tariff separates component parts of a manufactured article, charging duty on the basis of the highest tariff applicable to one of the various components, since it will then be an advantage to pack these in such a manner that the parts so classified are taxed separately, and the cheaper (less dutiable) components are appraised according to their own classification. (*See* Marking.)

The type of packing that will deliver the commodity in good condition to the foreign customer will vary with the product concerned, the port of destination, the length of the journey, the climate of the place of delivery, and the heat and moisture to which the goods are subjected on the voyage. Experience will show the kind of case, cask, or barrel best suited to the particular products, but the packing in any case must be sufficiently strong and braced to withstand the loading and unloading, whether by manual labor or by cranes or other machinery (often into lighters, which necessitates double handling at port of entry), the pressure of other cargo, and the shifting of cargo from motion of the ship.

Packing of imports. Foreign exporters may be just as unfamiliar with the necessity of packing goods to withstand rough handling as American exporters sometimes are. The experienced importer, if his product needs special protection because of its fragility or perishability, or for any other reason, will have special packing instructions printed and attached to each import order.

For example, on an indent the fol-

lowing specific instructions may be given:

Pack: Unless otherwise specified below, in strong export packages, iron strapped around both ends. Containers must occupy least possible cubic space. Do **not** use second-hand or recoopered cases or hay, straw, chaff or grass packing. Do **not** include any printed or advertising material unless explicitly specified.

(*See* Packing *headings;* Tare *headings.*)

Packing boxes returned to the United States. *See* Certificate, consular, returned American products.

Packing extra. On quotation or invoice, an indication that the cost of packing must be paid by the buyer.

Packing instructions. These are the instructions given by the buyer of the goods (the importer) for the packing of the goods ordered so as to protect them as much as possible from all damage by weather, handling, climate, and pilferage, as well as to conform to Customs regulations and allow for inland transportation conditions and charges to assure the best and most economical shipping and packing and the least possibility of damage en route (*see* Packing *headings*).

A further consideration is the expressed preference of the importer. When he gives instructions regarding the size of packages, the kind of cases, the inner packing, and so forth, to be used, these instructions should be followed precisely. He knows the weather conditions and the effects of the climate upon the goods and is in a better position to decide such matters than the shipper, often thousands of miles away. Furthermore, he knows the demands of the local customers in regard to the packaging of the goods for retail sale, the transportation and handling facilities, the Customs requirements, and the disadvantages of certain forms of packing in relation to the duties. He may specify a packing case of a different size from the standard container because the latter is too large to be handled easily by the port machines or labor, or even because he expects to use the case later for an entirely different purpose. A safe rule is to make certain that the quality of the goods is that which has been ordered, and to pack them exactly according to the customer's instructions. If he orders the merchandise to be sent "knocked down," he probably knows that the freight is based upon the cubic measurements and that the saving in freight will outweigh the labor cost of setting up the article. He may also know that in his country it may be possible to import the knocked-down articles as "parts" at a lower rate of duty.

Packing list. (*See specimen, page 895.*) The list which shows, item by item, the contents of cases or containers or of a shipment's cases, with each item listed separately and its weight and description set forth so as to permit checks on arrival by the Customs as well as by the recipient of the goods. It must be accurate and must satisfy both customer and Customs. For example, on an indent (*see specimen, pages 911–912*) the following may be specific instructions:

Show on Invoice and/or detailed packing list: This order number, package marks, and numbers, also cubic measurements, gross, net and tare weight of each package and contents of same.

(*See* Packing *headings.*)

Packing, marking. *See* Marking.

Packing slip. The slip put into the individual case or box, showing the contents of the case, item by item, generally without mention of prices.

Packing, various duties. Packing in relation to the amount of duty that will be assessed against the goods is much more involved than its relation

to safe delivery, and presupposes a knowledge of the rate and basis of duty on whatever commodity is being shipped to the country in question; and this, in turn, must be related to the matter of safe delivery of the goods. The type of packing may have to be changed on the same goods when sent to different countries, if the importer is to avoid the necessity of paying a higher amount of duty on the shipment.

Gross-weight duty. When duties are calculated upon the gross weight, which includes the weight of the goods and all packing, both inner and outer, the packing is dutiable at the same rate as the contents and should be as light as is consistent with safe delivery to the consignee.

Segregated commodity-weight duties. Other countries use the terms "gross weight," "legal weight," "net weight," and "legal net weight," with special definitions of the different weights, as parts of their tariff laws, mentioning the kind of weight to be used in calculating the duty on each item in the tariff subject to specific duties. Then, again, there are countries which vary the dutiable weight with the height of the duty, goods subject to a low rate of duty being assessed on the gross weight, and those at a higher (specified and fixed) rate on the real net weight of the products. Still others provide specified tare deductions from the full gross weight which vary with the kind of product and the type of packing. Goods that are heavy in relation to packing have a lower percentage of tare deduction, and light goods in heavy packing a higher tare percentage. Goods in sacks have a low deduction, usually doubled if in double sacks, and higher in cases than in crates or baskets. This type of weight is usually termed *legal net weight*, while the weight of the goods plus the inner packing, such as separate cardboard boxes or excelsior, is called *plain legal weight.*

Packing and ad valorem duties. (*See* Duty, ad valorem.) Goods dutiable upon an ad valorem basis generally absorb the cost of the packing in their total value except when it is of a kind that is dutiable separately at its own rate, although a number of countries, notably certain of the British colonies, require on the invoice an itemized statement of the cost of packing. For such goods, the cost of the packing rather than its weight must be considered in relation to the duties. This, again, necessitates a knowledge of the basis of duty in the foreign country, since by lowering the ad valorem cost of the packing the total amount of the duty on the whole shipment is reduced.

Marking. Many countries require the gross and/or net weight to be shown along with the other necessary marks, and often the weights must be shown in kilos. (*See* Weights and measures; *see table, pages 645–646.*) Others definitely demand that packages be numbered consecutively and penalize by heavy fines shipments which do not bear consecutive numbers. It is always good practice to number packages, even when not absolutely required, and also to number them consecutively with no repetition of numbers. (*See* Marking.)

Pan American Conferences. *See* Pan American Union.

Pan American Society (New York). An unofficial organization whose object is to bring the peoples of the American Republics into closer understanding and co-operative effort for the advancement of their common interests. The objects of the society (as contained in Article II of Incorporation) are:

FIRST: To promote acquaintance among representative men of the

United States and those of the other republics of America.

SECOND: To show hospitality and attention to representative men of the other republics of America who visit the United States.

THIRD: To take such other steps, involving no political policy, as the Society may deem wise to develop and conserve mutual knowledge and understanding and true friendship among the American republics and peoples.

Pan American Union. The Pan American Union is the official international organization of the twenty-one American Republics: Argentina, Bolivia, Brazil, Chile, Colombia, Costa Rica, Cuba, the Dominican Republic, Ecuador, El Salvador, Guatemala, Haiti, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, the United States, Uruguay, and Venezuela. Originally known as the International Bureau of the American Republics, it was established in 1890 in accordance with a resolution passed April 14 of that year at the First International Conference of American States, held at Washington in 1889–1890 and presided over by James G. Blaine, then United States Secretary of State. Its work was greatly expanded by resolutions of subsequent Conferences, the eighth and ninth of which were held at Lima, Peru, in 1938 and at Mexico City in 1945, respectively. April 14 is celebrated annually throughout the Americas as Pan American Day.

The purpose of the Pan American Union is to promote peace, commerce, and friendship between the republics of the American continent by fostering economic, juridical, social, and cultural relations. The Union is supported by annual contributions from all the countries, in amounts proportional to population. Its affairs are administered by a Director General and an Assistant Director, elected by and responsible to a Governing Board composed of twenty-one members appointed by the Governments of the twenty-one member nations.

The administrative divisions of the Pan American Union are organized to carry out the purposes for which it was created. Special divisions have been created on foreign trade, finance and economics, intellectual co-operation, music, juridical matters, agricultural co-operation, travel, and labor and social information. All these divisions maintain close relations with official and unofficial bodies in the countries that are members of the Union. The Columbus Memorial Library contains 135,000 volumes and many maps. The *Bulletin of the Pan American Union*, published monthly in English, Spanish, and Portuguese, is the official organ of the Pan American Union.

The Pan American Union serves as the central organ of the Inter-American System and the permanent secretariat of the International Conferences of American States, usually referred to as the Pan American Conferences. In addition to preparing the programs and regulations, the Union gives effect to the conclusions of the Conferences by conducting special inquiries and investigations and by convening or arranging for special or technical conferences in the intervals between the International Conferences.

Businessmen in Latin America and the United States avail themselves of the services which the Foreign Trade Adviser's Office renders in establishing contacts between exporters and importers of the Americas. The Foreign Trade Adviser's Office enjoys the co-operation of many chambers of commerce and other trade organizations in the United States, and, through announcements in the "Trade Opportunities" columns of their journals, brings Latin American requirements

and offerings to the attention of United States exporters and importers. United States business opportunities are given publicity in trade journals that circulate in Latin America.

Although the majority of requests received in the Foreign Trade Adviser's Office are for trade contacts, considerable data on business opportunities and industrial trends in Latin America, advertising in Latin America, trade control regulations, and allied subjects are collected and sent in response to inquiries from export-import houses, investors, and industrialists. In addition, a number of businessmen and students receive material and references in connection with the preparation of speeches and statistics, reports, studies, and papers on inter-American trade and industry.

The Pan American Union also has a special Division of Financial and Economic Information. The ever-increasing interest in inter-American affairs has augmented the importance and scope of the activities of this Division. The continuous negotiation of treaties and agreements between the American republics for the promotion of commerce, industry, international finance, and postwar activities has increased the demand for economic information within the Pan American Union, which is handled by the Division. The compilation of *Commercial Pan America*, in English and Spanish, is a principal activity. Annual economic surveys of the different countries appear in *Commercial Pan America*, and are prepared by direct communication with the proper government departments of each of the republics that are members of the Union and from the most recent and pertinent information.

The Division handles all correspondence of a financial, economic, industrial, and commercial character, and also all verbal requests from and personal interviews with representatives of government agencies, business organizations, and colleges and schools located throughout the Western Hemisphere.

The Division maintains a current information file which serves as a source of official and unofficial up-to-date data pertaining to economic and financial development within the Americas.

The Division of Financial and Economic Information classifies and records statistics of commerce, population, production, shipping, and subjects of a similar nature pertaining to each of the American republics. This is accomplished by direct contact with the Directors General of Statistics of the countries that are members of the Union and by means of continuous collection of official and unofficial data from other sources.

Thus, the Division is able to perform a twofold service, that is, to supply statistical material to individuals and organizations outside of the Pan American Union and to act in an advisory capacity to the other divisions within the Union in the matter of statistics.

The *Foreign Trade Series* of detailed reports relating to the international trade of the various Latin American republics is published by the Division. The Series includes a report on the foreign trade of each of the Latin American countries, together with a general survey of the commerce of all Latin America. Individual reports are translated from the original language of the country reviewed and compiled according to a uniform plan comprising explanatory text where necessary and statistical tables as follows: gross trade (imports, exports, and combined trade); trade by countries of origin and destination; trade by major classifications of commodities; trade by commodities and coun-

tries of origin and destination; and trade by ports of entry and departure. These reports also contain a chart showing the salient features of the nation's commerce and a statement of inter-American trade for which information is available. The general survey comprises collective statistical statements in one volume for all the Latin American republics for two-year periods divided as to imports, exports, and percentage change in the last year. In this summary, values are converted into United States dollars and a grouping of the twenty Latin American countries (that is, the ten Latin republics in North America and the ten South American republics) is made. The distribution of commerce with the chief importing and exporting nations, as applicable to individual countries, and the enumeration of principal articles purchased and sold are also shown in this review.

Paper, clearance (of vessel). *See* Vessel clearance.

Paper currency. *See* Currency, paper.

Paper currency, inconvertible. *See* Currency, inconvertible paper.

Paper, entry. *See* Entry (of) goods; Vessel entry.

Paper, firstclass. Used to describe checks or drafts bearing the names of first-class banks, treasuries, and so forth.

Papers, ship's. Ship's papers are the documents which a vessel must carry and be able to produce for Customs purposes, for port authorities, and so forth. (*See* Vessel documents, marine; Vessel documents.)

Papers, ship's clearance. *See* Vessel clearance.

Papers, trade. *See* Trade papers; Magazines, foreign trade.

Par exchange. When the supply of and demand for drafts in a certain currency are equal, the buyer of such drafts can acquire them at their face value, in which case he buys his foreign exchange *at par* (*see* Foreign exchange). On the other hand, the so-called "par of exchange" signifies the amount it takes of one currency (for example, based on gold) to buy a unit in another currency (also based on gold), that is, how many pieces of the one unit (or their gold content) are necessary to equal the gold content of the other unit. The amount thus required is the *par of exchange.*

Par (of) exchange. *See* Par exchange.

Par of exchange, mint. *See* Mint par of exchange.

Parcel. *See* Postal services.

Parcel entry. *See* Postal services.

Parcel receipt. (*See also* Postal receipt.) A document issued by a transportation company, in lieu of a bill of lading, covering the transit of small packages at rates below the minimum charge for a bill of lading. (*See* Bill of lading, minimum.)

Parcel shipping. *See* Postal services.

Pari passu. In equal proportions.

Parity. Equality (*see* Par exchange; Gold coverage).

Partial acceptance. *See* Draft acceptance, partial.

Partial shipments. In many cases, the buyer agrees that the seller may ship any portion or part of goods ordered, when they are completed and ready to go forward. Payments for such partial shipments generally become due on the basis of the terms of payment of the entire order. (*See* Conditions (of) sale, *heading:* "Partial shipments"; Letter of credit, *headings:* "Interpretation of terms"; "Guiding provisions.")

Particular average. (*See* Insurance, particular average.) A partial loss of the property insured caused by a peril insured against.

Particular average, free of. *See* Free (of) particular average.

Partner, active. A person or firm which has an interest in a business and takes

an active part in its management or conduct.

Partner, passive (or **silent**). A person or firm having an interest in a business but not taking any active part in its conduct.

Partner, silent. *See* Partner, passive.

Partnership, general. One in which all partners, jointly and individually, are responsible for the company's liabilities.

Passenger list. The list of passengers, giving their nationality, port of embarkation, and destination, which must be produced by a ship or plane when it enters port, for immigration and Customs purposes. (*See specimen, page 881.*)

Passive partner. *See* Partner, passive.

Passive trade balance. The condition where imports exceed exports. (*See* Trade balance.)

Patent. A *patent* grants to its owner, or to those to whom he assigns it, the exclusive right to produce and use, or enable others to use, the article or process invented and patented. A patent is in the nature of a contract between the inventor, or his assignees, and the government which grants it. By this agreement or contract, the government grants the inventor or assignee the exclusive right for a stated period to produce or use, or allow to use, the object of the patent, and further protects him against infringements, both domestic and foreign. (*See* Imports, prohibited.) The inventor, in return, discloses his invention so that the public may become fully acquainted with it and, after expiration of the patent, benefit by unrestricted application or use. In certain countries the patent laws prescribe, especially also for foreign inventors who take out a patent in such countries, the production of the article or process for which protection is claimed, in the country of such protection, within a certain time limit. (*See* Factory branch, abroad.) But, at any rate, the patent prohibits exploitation (manufacture or sale) by anyone but the patentee or those to whom he has assigned his rights. The term *patent*, or *letters patent*, is derived from the Latin *litterae patentes*, meaning "that which is open and disclosed, made public," and expresses the primary purpose of a patent: to make known to the people the new invention, its uses, advantages, and applications. In return, the patent confers a monopoly of the manufacture, sale, and use of the patented process or article, for a stated period, after which the patent becomes public property.

The procedure in obtaining patents varies according to the law of the country. Documentation, the manner of making claims, publication, marking requirements, and many other matters in connection with obtaining and retaining patent rights are set forth in the provisions of law and the regulations pertaining thereto.

(*See* United States Patent Office.)

Patent law. The laws of a country referring to the application for and granting of protection of patents. (*See* Patent.)

Patent Office. *See* United States Patent Office.

Patrol districts, Customs. *See* Customs patrol districts.

Patrol officers. *See* Customs, port patrol officers.

Payee. The person in whose favor the order to pay is given.

Payment. The payment for foreign trade transactions depends entirely on the terms agreed to at the time of quotation or sale, or both. (*See* Draft; Letter of credit; Credit.) It can be made by various methods (such as drafts, letters of credit, mail or telegraphic transfers, checks, gold, or money orders).

Payment, collection of. The bank generally will undertake the collection of

all foreign trade payments. In cases of difficulty, the United States Consul will do his best to be of assistance (*see* Consul) to United States citizens. (*See* Draft, payment of; Draft, nonpayment of.)

Payment (on) delivery. The requirement that goods must be paid for when buyer takes delivery.

Payment, documents (against). *See* Documents (against) payment.

Payment (of) draft. *See* Draft, honoring.

Payment (of) duties. *See* Duty, payment of.

Payment extension. *See* Extension (of) credit.

Payment (at) factory. The requirement that goods must be paid for by the buyer when they leave the factory. (*See* Definitions, foreign trade, American.)

Payment, form of. It is well to designate definitely in the quotation the form of payment. This may be part or all cash with order, draft, letter of credit, or acceptance. The buyer then knows what to expect when he accepts the quotation, or he may make a counter proposal as to the form of payment. Part cash with order is often stipulated where shipments of goods not readily resalable are ordered from markets remote from the centers of trade. It is a form of guaranty that the draft will not be refused, or, if it is refused, that the cash paid will compensate the exporter for his loss in disposing of the goods abroad or shipping them back home. In some countries, however, part payment in advance constitutes an interest in the goods regardless of the buyer's refusal to pay the draft. Straight drafts are commonly used for small shipments of readily resalable goods to important trade centers abroad. Letters of credit are stipulated where absolute assurance of payment is desired, as in the case of large shipments of staples or of expensive machinery or equipment, specially manufactured to order. Acceptance financing may be desirable in the case of similar shipments where the exporter (with or without the guaranty of a letter of credit) believes he can finance the shipment to better advantage in his own money market.

Further refinement of the form of payment is often desirable in making a quotation. In that case, the seller may indicate that he will draw either at sight, so many days after sight (of the draft by the drawee), or so many days after the date of the draft. (*See all* Draft *headings.*) Sight drafts are desirable where the time consumed by the goods and documents en route to destination is uncertain and likely to vary to a considerable extent. On the other hand, shipments made to nearby destinations can be time or date drafts, since on such shipments there is reasonable assurance that the goods will arrive some time in advance of the date on which the draft must be met, that is, paid.

The terms to be included in an export letter of credit to be opened by the buyer in favor of the seller may be included in the seller's quotation. He may designate "October shipment," which means that a letter of credit opened in his favor should stipulate shipment any time during October, after which it would have to be extended by the buyer before drafts drawn against it would be honored by the bank. The seller may stipulate the currency in which the letter of credit is to be opened by quoting in that currency. He may indicate the various documents that must be furnished, such as inspection certificate, or official health certificates (on cattle shipments) (*see* Certificate, animal), and may stipulate in the quotation whether the letter of credit is to be revocable or irrevocable and its dura-

tion. Whether or not he has the letter confirmed upon receipt by the notifying bank is no concern of the buyer. (*See all headings*, Letter of credit.)

The seller may stipulate in the quotation not only what documents he will furnish but also how they are to be handled. He may wish to quote "cash against documents"—which means that he will ask his bank not to surrender the documents, including the ocean bill of lading drawn "to order" and carrying title to the goods, until the draft has been paid. Another way of specifying this method of payment is to use the letters D/P (documents against payment). If he extends credit by draft on the shipment, he may offer D/A terms (documents against acceptance). Many firms specify the kind and amount of marine insurance they will furnish under a c. i. f. quotation (*see* Definitions, foreign trade, American; Conditions (of) sale).

Payment in gold. *See* Gold payment.

Payment, last day (of). *See* Letter of credit, *heading:* "Interpretation of terms."

Payment, net cash on delivery. Under these terms, the buyer has to pay for goods when he takes delivery, such payment being the settlement in full of the net invoice amount (*see* Net).

Payment, open account. An *open account* between buyer and seller means that payment is made at agreed periods, on agreed terms, without, however, the withholding of collateral (goods, bill of lading, and so forth) until such payment is made and without drawing a draft to cover individual shipments. (*See* Drawing (of) draft.)

Payment refused. The exporter (who has instructed a bank to collect the amount due him) will take the necessary steps to protect his interests if a draft is not paid or payment is refused (*see* Draft, dishonored). On the other hand, the foreign trader must, in the event of refusal of payment, try to settle the differences on which the foreign buyer bases his claim or gives as his reasons for refusing to pay. The creditor may obtain the help of his consul in the country of the debtor, or, again, he may be able to retain a local lawyer who can arrange for an amicable settlement. If payment is refused for reasons that can be settled by experts who are thoroughly familiar with the character or conditions of a certain type of commodity or merchandise, which may be the basis for the payment refusal, arbitration may be arranged for (*see* Arbitration). In any case, the foreign creditor must generally use his own connections, as best he can, to arrive at a settlement, or else pursue almost the same steps that he would have to take in his own country to force a debtor to pay, including eventually decision by the courts, if necessary. (*See* Payment suspension.)

Payment stopped. Equivalent of payment refused, suspended, held up, and, in fact, not paid. (*See* Payment refused; Payment suspension.)

Payment suspension. Payment stopped, for any of various reasons. One reason may be the financial difficulties of the debtor who is trying to arrange his affairs and meantime has decided or been forced to suspend payments; it may be that the debtor makes claims with regard to the goods or commodities received for which his payment is expected or demanded, and suspends payment until he can come to a satisfactory arrangement with his creditor regarding a rebate, refund, or other adjustment to which he feels entitled. (*See* Payment refused.)

Payment terms. Terms of payment or, in other words, credit terms (*see* Credit), are of the greatest variety, and depend on the arrangement made

or agreement arrived at between buyer and seller. (*See* Payment, form of.) Both seller and buyer want the greatest possible security: the former, the money in payment for his goods before he parts with them; the latter, the goods before he parts with his money. They both will try, therefore, to make arrangements which make it possible to protect their interests and arrive as closely as possible at their mutual goal, to hold on to what they have and not part with it until they are sure that they will receive the equivalent for their goods or their money. This anxiety and interest on the part of debtor and creditor result in the precise arrangements for the payment of foreign trade shipments, with due regard to both points of view and, therefore, also for the handling of the merchandise as well as that of the money which is to pay for it. This exchange of goods against foreign money is the basis of the practice of foreign exchange. The choice of terms is varied: the buyer may remit with order; the shipper may draw on the buyer; the buyer may open a letter of credit, making it possible for the seller to draw against the buyer's bank instead of against the importer; or the shipper can send the goods and his drafts for collection. But in most of these cases, the provision is made for the retention of the merchandise until the payment is actually made. Commonest exceptions are in cases where the shipper sends his goods out on *open account* or consignment, or draws a time draft, documents against acceptance. The terms of payment are generally contained in the quotation and in the placing as well as the accepting of the order (*see* Cash; Letter of credit; Cost), or they are contained in sales contracts which are entered into. (*See* Conditions (of) sale, *heading:* "Terms (of) payment.") All payments, therefore, are subject to individual agreements and conditions, and they may range from cash with order to cash on delivery, and they may include installment and time payments, as well as precise stipulations and agreements as to the currency in which goods are to be paid for (*see* Draft; Currency). They depend on many different factors: the relationship between buyer and seller as well as the character of the merchandise. Such terms may be quite simple and, again, quite complicated, but they are always clearly established and should be precisely described to avoid later misunderstandings and difficulties. (*See* Conditions (of) sale; Definitions, foreign trade, American; Letter of credit, *heading:* "Interpretation of terms.")

Payments, balance of. The *balance* of a country's payments is the relationship between the sum total of payments made by and to it, or, in other words, the total of payments made into and out of the country. (*See* Trade balance.)

Pedigree certificate. *See* Certificate (of) pedigree.

Pegged exchange. This is an artificial condition of exchange, for the purpose of stabilizing a currency and, therefore, the exchange market in the currency.

Per capita imports. The population of a country divided by the sum total of its imports during a certain period, generally one year, shows the *per capita* import figure. It thus is a literal translation of its Latin meaning: the amount of imports *per head* of the population.

Per pro. "By procuration," which signifies that a person is legally authorized to sign instead of a firm or another person, and that the signature so given is binding on the person or firm on whose behalf it is given. The person signing, therefore, has the power of attorney for the person or

firm for whom he signs binding agreements. (Abbrev. *p.p.*)

Per procuration. By authority.

Performance guarantee. *See* Insurance (against) nonperformance; Margin.

Performance report. *See* Vessel, cargo report.

Performance risk. *See* Insurance against non-performance.

Perils (of the) sea. Used by insurance underwriters to describe all losses which are the result of the unusual action of the forces of nature operating in and about navigable waters. They represent, therefore, the perilous or unusual action of the forces of nature operating in and about navigable water (such as extraordinarily heavy weather) including stranding, sinking, and collision of the vessel. Seawater damage from these causes would be included. (*See* Insurance, perils (of the) sea.)

Perils (of the) sea insurance. *See* Insurance, perils of the sea; Perils (of the) sea.

Period (of) delivery. *See* Delivery period.

Period (of) grace. When a draft is due, some countries allow a period of several days of grace to effect payment.

Permanent Council of American Associations of Commerce and Production. *See* Inter-American Council of Commerce and Production.

Permit, booking. *See* Documents, transportation.

Permit, coastwise shipping. *See* Coastwise shipping; *specimens, pages 892 and 893.*

Permit, consumption entry. *See* Entry, consumption; *see specimens, pages 799–802.*

Permit, delivery. *See* Delivery order.

Permit, exchange. This is a permit (*see* Foreign exchange permit) necessary to buy or sell foreign exchange, or remit funds abroad for the purpose of buying foreign exchange, in cases where a country's exchange is controlled or restricted (*see* Exchange control; Exchange restrictions).

Permit, import, for plants. *See* Plants or plant products import. (*See specimen, page 904.*)

Permit (to) lade. *See specimens, pages 900–901, 949–950;* Vessel entry; Sunday lading.

Permit, prohibited imports. *See* Prohibited imports, permit.

Permit, shipping. The shipping permit is issued by a shipping or carrier company, authorizing the receiving clerk at pier, dock, warehouse, or airport, or on board, to receive a specified amount of goods or materials from a specified firm. It is granted to the shipper after he has confirmed booking of space required, at the rates quoted him or in force. The shipping permit is presented by those who deliver the goods so booked at dock or pier (*see* Dock receipt). After shipment or delivery of the goods specified on the shipping permit, the permit is taken by the receiving clerk or officer and the deliverer is given a dock receipt, which again is exchanged later for the bill of lading. (*See also* Steamer documents, outgoing and incoming.

Permit (to) transfer. *See* Warehouse receipt; *see specimen, page 779.*

Permit (to) unlade. *See* Vessel entry; Unlading permit; *specimen, page 900.*

Permit, warehouse transfer. *See* Warehouse receipt.

Permit (to) withdraw goods. *See* Withdrawal (of) goods.

Person. In legal or commercial language, the term *person* means an individual, a partnership, a joint-stock company, a corporation, an association, a trust, or a firm.

Person, juridical. All countries have different laws as to the legal status of an artificially created legal person, for example, a corporation or partnership. If it is necessary for the buyer or seller to determine both the relia-

bility and the legal responsibility of the party contracted with, it is also necessary to inquire into and learn the precise legal standing of any partnership or corporation in relation to the law and its administration in the foreign country. The corporation or partnership is a fictitious person, but as these organizations are incorporated or entered into under the laws of their home country, these laws must be known by those who wish to be reliably informed concerning the legal responsibility and status of such fictitious persons. This applies not only to knowledge of the status of a foreign corporation or partnership created in a foreign land, but also to information concerning the legal status which the United States corporation or partnership has or will be given in a foreign country.

Person, legal. *See* Person, juridical.

Person, natural. The natural person, in contrast to the artificial or legal person (*see* Person, juridical).

Petty theft insurance. *See* Insurance, pilferage.

Philadelphia Commercial Museum. Through its Foreign Trade Bureau, this institution, supported by the City of Philadelphia and State of Pennsylvania, maintains connections in almost all parts of the world for the promotion of foreign trade, the acquisition (and later dissemination) of useful information to exporters, importers, and shippers. Besides furnishing information on Customs regulations, tariffs, and transportation in foreign countries, it also maintains a credit service. Its credit service, combined with its publication *Commercial America* (mailed directly to importers of United States products), its library, and its continued contact with foreign importers, agents, and brokers, make it a valuable medium for those seeking information, credit and otherwise, or agents or markets abroad.

Photostatic copy. *See* Copy, photostatic.

Pile, stock. *See* Stock pile.

Pilferage insurance. *See* Insurance, pilferage.

Piratical imports. *See* Printed matter.

Place (of) delivery. The place of delivery of the goods into the custody (and subject to the responsibility) of the importer will depend upon the quotation. In f. o. b. quotations the importer, or his agents abroad, will have to take delivery either at the foreign factory or the point of production, or at the foreign port, as the case may be. Arrangements must then be made by the importer for ocean transportation. The more desirable arrangement would be a c. & f. or c. i. f. quotation, which many foreign exporters will make and which obligates the foreign exporter to pay the freight of the shipment, although the responsibility for loss still remains with the importer, even after the goods are placed on board the vessel and the freight and insurance charges are paid by the exporter.

Plain legal weight. *See* Packing, various duties.

Plan (of) cargo. *See* Cargo plan.

Plant quarantine. Plant quarantine regulations, scientifically established and of a degree of restriction commensurate with the risk involved, are desirable and necessary. If their promulgation is made as a result of scientific investigation, without political or economic influence, and with the opportunity being given to all interested parties, particularly including representatives of the appropriate foreign countries, to present their arguments pro and con, import quarantine regulations should represent only a minimum deterrent to the free movement of international trade. (*See* Plants or plant product imports.)

The procedure described above is essentially that followed in the United

States. The Plant Quarantine Act as amended states "Provided that before the Secretary of Agriculture shall promulgate his determination that it is necessary to forbid the importation into the United States of the articles named in this section he shall, after due notice to interested parties, give a public hearing, under such rules and regulations as he shall prescribe, at which hearing any interested party may appear and be heard, either in person or by attorney." It is understood that there have been few hearings in connection with a proposed import quarantine which were not attended by some representative of the foreign country interested.

Plants or plant product exports. (*See* Tobacco exports.) As a service to exporters and under authority provided by law, inspectors of the Bureau of Entomology and Plant Quarantine, United States Department of Agriculture, inspect and certify shipments of plants and plant products offered for export to meet the sanitary import requirements of foreign countries of destination, thus enabling exporters to comply with sanitary conditions of importation into such countries. The required sanitary export certificates may be obtained from the office of the Division of Foreign Plant Quarantines, Bureau of Entomology and Plant Quarantine, at the port of export. Detailed information on this subject may be obtained from the Export Certification Section, Bureau of Entomology and Plant Quarantine, 209 River Street, Hoboken, New Jersey.

Plants or plant product imports. In order to prevent the entry into the United States of injurious insect pests and plant diseases, the Bureau of Entomology and Plant Quarantine of the United States Department of Agriculture enforces quarantines and restrictive orders, issued under authority provided in various Acts of Congress, which prohibit or regulate the importation of plants and plant products that might be the means of introducing such pests. The Bureau maintains inspectional personnel at all principal maritime, air, and border ports of entry who inspect incoming cargo, mail, baggage, and carriers thereof for the purpose of preventing the entry of prohibited plant material, entered under permit, to safeguard against the entry of plant pests. Fumigation or other treatment is prescribed when deemed necessary to rid importations of such pests.

Such imports need special permit, granted by the United States Department of Agriculture (*see specimens, pages 827, 904*), under the Plant Quarantine Act. The arrival of such imports requires special arrival notice to be filed with the Department (*see* Notice (of) arrival; Plant quarantine). (*See specimen, page 903.*) Permits and information concerning these importations may be obtained from the Import and Permit Section, Bureau of Entomology and Plant Quarantine, 209 River Street, Hoboken, N. J.

Pledge, most-favored-nation. *See* Most-favored-nation clause.

Plimsoll line. A line painted on steamers indicating the depth to which a vessel may be loaded without damage.

Point (of) destination. The final point of destination of a shipment, that is, the final point to which it is directed.

Point, gold. *See* Gold point.

Point (of) origin. The place where the goods or products originate, that is to say, are manufactured, assembled, grown, collected, mined, and so forth. In contrast to the point of destination.

Point (of) quarantine. In practically all countries of the world, including the United States, it is unlawful for any merchant ship or other vessel, including airplanes, coming from any foreign port or place to enter any of its own

ports except in accordance with the respective laws, rules, and regulations of health authorities. Any vessel entering or attempting to enter in violation of such laws is subject to definite penalties. (*See* Quarantine inspection.)

Polarization. The acts or effects of light upon merchandise (sugar), determined by polariscope.

Policy, blanket. *See* Insurance policy, blanket.

Policy, comprehensive. Covers all risks within the general scope of the policy, except specific exclusions (*see* Insurance, all risks).

Policy, face of. The first or front page of an insurance policy.

Policy, floating. *See* Insurance, open cargo policy.

Policy, insurance. *See* Insurance policy *headings*.

Policy, marine insurance. *See* Insurance, marine.

Policy, marketing. *See* Marketing policy.

Policy, non-valued. *See* Insurance, non-valued policy.

Policy, open cargo. *See* Insurance, open cargo policy.

Policy, open door. *See* Open door policy.

Policy proof (of) interest. The company admits that the existence of the policy proves the interest of the assured in the subject matter insured therein. The subject matter of the insurance may not be susceptible of proof of the assured's interest by documentary evidence, as in the case of insurance on disbursements or profits. (*See* Insurance (of) profits.)

Policy, valuation. *See* Insurance, valuation policy.

Policy, valued. *See* Insurance, valued policy.

Pool. *See* Shipping pool.

Poop. The after part of the sailing ship, reserved for master and officers, except members of the crew with duties to perform on it (such as helmsman, log-reading, flag). It is the after-section of the vessel. The name is derived from the Italian *poppa*. In sailing ships, it is a deck generally built above the main deck, abaft the mizzenmast and forming the roof of the master's and officers' cabins, and the officers' messroom and pantry; the steering wheel is on the poop, as well as the charthouse.

Por aval. *See* Aval.

Port. In United States Customs law, this means any place from which merchandise can be shipped for exportation or at which merchandise can be imported (*see* Collection districts and ports; Port (of) entry; Port *headings*).

Port bill of lading. *See* Bill of lading, port.

Port, bonded. *See* Free port.

Port charges. The charges which the port makes for vessels' entry and clearance. (*See* Vessel entry; Vessel clearance.)

Port collector. *See* Collector (of the) Port.

Port (of) delivery. The port to which a vessel and/or goods are directed.

Port (of) destination. The port at which a vessel is to deliver her cargo.

Port (of) discharge. The port at which a vessel is to discharge her cargo.

Port (of) documentation. The port at which a vessel's documents are issued. (*See* Port, home; Documentation, port (of).)

Port (of) entry. From a Customs point of view, this refers to any place at which a Customs officer is stationed with authority to enter and clear vessels and/or collect duties on imports. Every port of entry is also a port of delivery. In the United States, the terms *port* and *port of entry* refer to any place designated by executive order of the President or by act of Congress at which a Customs officer is assigned with authority to accept entries of merchandise, to collect duties,

and to enforce the various provisions of the Customs and navigation laws. (*See* Collection districts and ports; Airport.)

Port entry. (*See* Vessel entry; Quarantine.) If any merchandise or baggage on board a vessel is not included in or does not agree with the manifest, the master of the vessel must make a port entry thereof, and mail or deliver a copy to the comptroller of Customs for the district in which the port of entry is located.

Port (of) exit. The port of departure.

Port of exit storage. The storage granted by railroads for goods at port of shipment. (*See* Bill of lading, railroad.)

Port (of) exportation. *See* Port.

Port, free. *See* Free port; Zone, foreign trade.

Port, home. The port of the vessel at which the owner resides or at which its permanent documents have been issued (*see* Vessel documents). In the United States, every vessel, for purposes of the navigation laws, must have a home port, which is that port of documentation which has been fixed and determined by the owner of the vessel after it has been submitted to the Commissioner of Customs and approved by him. The home port is shown in all the vessel's documents and is also known as the *port of documentation.* (*See specimen, pages 914–917.*)

Port (of) importation. *See* Port.

Port (of) loading. The port at which the vessel takes on its cargo (*lading,* in Customs language).

Port mark. The mark on shipping cases and boxes showing the name of the port to which goods are shipped, that is, where they are to be landed. (*See* Marking.)

Port patrol. *See* Customs, port patrol officers.

Port sanitary statement. (*See specimen, page 923.*) A document issued by the port authorities certifying to the health of the crew. If a contagious disease is known to exist on shore at the time of the vessel's departure, it is shown on the margin of the port sanitary statement. In the United States, before clearance is granted to a vessel for foreign ports, the collector verifies compliance with the various provisions and regulations of the law relating to clearance of vessel (*see* Vessel clearance), which include the sanitary statement (*see* Quarantine; Bill of health).

Port (of) shipment. The port at which goods are being or have been loaded.

Port, treaty. A port open to commerce by virtue of international agreements. (*See* Treaty, commercial.)

Post Office Department, United States. (*See* Postal services.) Apart from the handling of the international postal services, which are a direct service to foreign trade, the Postmaster General also negotiates postal treaties with foreign governments.

Postal receipt. In the United States, issued on request for small fee, for any piece sent by mail. (*See* Letter of credit, *heading:* "Documents.")

Postal Services. From every point of view, the postal services play a very important part in the foreign trade of every country, not only because they make it possible to send and receive mail, quotations, and invoices—in short, to communicate with the foreign customer or seller by ocean- and air-carried mail—but because of the many other facilities which are at the disposal of the foreign trader. Especially is this the case in the United States, where an extremely complicated and extensive postal service is handled in the most efficient and competent manner possible. As this is true not only of the handling of all domestic but also all international mail, the contribution and importance of the postal services to foreign trad-

ers cannot be underestimated. These services, of the greatest variety, and reaching practically all the countries of the world, naturally cannot be standardized or put on a permanent basis with respect to routing or rates, but both can at all times be ascertained at any post office.

The articles in the Postal Union (regular) mails are classified in general as *letters, post cards, printed matter, commercial papers, samples of merchandise,* and *small packets.* There is also a classification for foreign mailing known as *eight-ounce merchandise packages* for certain countries. The United States postal service, furthermore, offers *registration, special delivery, mailing certificates, international reply coupons,* and *air mail service.*

The Post Office Department of the United States has agreements for the exchange of parcel post (*see* Import (by) mail) packages with practically all countries and islands throughout the world; but, in view of the variety of rates and conditions applicable, it would not be practicable to furnish a general statement covering parcel post service. However, information relative to any particular country may be obtained by referring to Part II of the official *Postal Guide,* which may be consulted at any post office. The conditions applicable to letters and letter packages apply to articles for dispatch to foreign countries via air, while the postage rates for air mail to the countries to which service is in operation can also be ascertained by inquiry, at all times, as well as the insurance rates for parcel post to countries to which insurance service is in effect (*see specimens, pages 906, 907, and 908,* used in connection with regular and air mail articles and parcel post packages). The United States Post Office also handles the international money order service and international reply coupons service, which are exchanged with foreign countries.

The importation into this country by mail of samples or merchandise necessitates the proper formal entry (*see* Entry (of) goods) if the value of the package contents exceeds $100. The Customs Regulations give detailed instructions on all handling of mail importations (in Part 9) and also with regard to the exportation by mail of goods which have been imported into the United States, prohibited and restricted mail importations, and seizure under the Customs laws. Joint regulations of the Secretary of the Treasury and the Postmaster General govern the revenue treatment of mail importations from foreign countries, but the part relating to Customs procedure is covered in substance in Part 9 of the Customs Regulations. (*See* Import (by) mail.)

For export parcel post packages to some countries, the United States Post Office issues dispatch notes (*see specimen, page 906*), which are to contain not only the name of the addressee and details as given on the Customs declaration (which must also be filled out and attached to the parcel), but the instructions of the sender in case the parcel cannot be delivered (*see specimens, pages 906–908*). These instructions (alternative disposition) must be shown also on the international parcel post sticker (Form 2922), which must be completed by the sender and affixed to the address side of the parcel.

Classifications. Articles in the Postal Union (regular) mails are classified in general as "letters," "post cards," "printed matter," "commercial papers," "samples of merchandise," and "small packets." There is also a classification known as "8-ounce merchandise packages," the latter being acceptable only to certain countries.

With the exception of letters (in-

cluding packages paid at the letter rate), 8-ounce merchandise packages for Canada, and c. o. d. 8-ounce merchandise packages for Mexico, articles (ordinary or registered) are required to be left unsealed for Customs inspection.

It is recommended that mailers endorse the envelope or wrapper of all articles sent at the reduced rate to indicate the classification, such as "commercial papers," "printed matter," etc.

Letters. Weight limit: 4 pounds 6 ounces, except to Canada and Newfoundland (including Labrador) it is 60 pounds. *Maximum dimensions:* Length, breadth, and thickness combined, 36 inches; greatest length, 24 inches. When sent in the form of a roll the length (the maximum of which is 32 inches) plus twice the diameter is limited to 40 inches. *Mimimum dimensions:* It is recommended that articles measure not less than 4 inches in length and $2\frac{3}{4}$ inches in width.

Letter packages. Articles liable to Customs duty may be sent at the letter rate to certain foreign countries. (Inquire at main office or classified stations.) The paper form of Customs declaration (Form 2976-A), or an invoice, must be enclosed in each such package and the green label, Form 2976, must be affixed to the outside of the envelope or wrapper. The Customs declaration and green label may be obtained free at the post office.

Special-delivery (exprès) service. An article intended for special (exprès) delivery in any of the countries with which such service is in effect (except Canada, where the United States domestic fees apply) must be prepaid 20 cents, in addition to the regular postage, by United States special-delivery or other stamps, affixed to the cover. There should also be affixed one of the "exprès" labels (Form 2977) or the cover must be marked boldly in red ink "Exprès," directly below but never on the stamps. In some countries the service is limited to certain cities, lists of which appear under the country items in Part II of the Official Postal Guide. In Canada and Newfoundland the special-delivery service applies only to letters (or articles prepaid at the letter rate). In the other countries, the "exprès" feature is applicable to ordinary and registered Postal Union articles (letters, post cards, commercial papers, printed matter, samples, and small packets), but not to parcel-post packages.

Certificates of mailing. Certificates of mailing may be issued on request at time of mailing for ordinary articles transmitted in the Postal Union (regular) mails, or may be issued as additional evidence of mailing for registered or insured articles. A charge of 1 cent is made for each certificate of mailing issued and for each article represented if a single certificate covers more than one article.

International reply coupons. A "reply coupon" may be purchased at post offices, which, upon presentation at a post office in any of the countries of the Universal Postal Union except Italy, the Vatican City State, and Nicaragua, will entitle the person presenting the coupon to receive (without charge) a postage stamp or postage stamps of that country of sufficient value to prepay an ordinary letter of the first unit of weight from the country of origin of the letter addressed for delivery in this country. By this arrangement a person in the United States can furnish his correspondent abroad with a postage stamp with which to prepay postage on a reply to his letter. The period of exchange is not restricted.

Air-mail service. There is service by the United States domestic and

foreign air-mail routes to Canada, Latin-American countries, the West Indies, and parts of the Orient, as well as trans-Atlantic service to Europe.

For rates and other information, consult main office or classified stations.

Although parcel-post packages to most foreign countries may now weigh as much as 22 pounds (to a number of destinations even more), there still are important areas to which the weight is restricted to less.

The sealing of parcel-post packages for foreign countries is either optional or compulsory. It is best to consult local United States post offices to ascertain whether or not, at the time of forwarding, the package must be sealed. (For parcel-post rates and conditions, consult main office or classified stations.)

The name and address of the sender and of the addressee must be legibly and correctly written—on the parcel itself, when this is possible, or on a label gummed thereto; and should also be written on a separate slip, such slip to be inclosed in the package.

Currency, jewelry, and other precious articles. Coins, bank notes, paper money, or any values payable to bearer; platinum, gold, or silver, manufactured or unmanufactured; precious stones, jewelry, or other precious articles are prohibited in the unregistered mails. Money in cash, bank notes, or values payable to the bearer, whether sent in the registered or ordinary mails, are prohibited to certain countries, and in some cases may even be confiscated. Patrons should inquire at the main office or classified stations as to the admissibility of such articles in the letter mails to any particular foreign country.

Post cards. Maximum dimensions: 6 by 4¼ inches. *Minimum dimensions:* 4 by 2¾ inches. Each half of a double or reply-paid post card must be fully prepaid the rate applicable to a single card. Post cards with reply paid shall have on the front, in the French language, as the heading on the first part: "Carte postale avec réponse payée" (postal card with reply paid), and "Carte postale réponse" (reply post card) on the second part.

Printed matter (including second-class matter, except when mailed by publishers or registered news agents). *Limit of weight:* 4 pounds 6 ounces in general and 6 pounds 9 ounces for single volumes of printed books, except in the case of certain countries. *Dimensions:* Same as for letters.

Care should be exercised in all instances to see that articles of printed matter are not prepared in such a manner as to allow other articles to slip into them.

Reduced book rate. For certain foreign countries: Books containing no publicity or advertising other than that appearing on the covers or flyleaves. *Limit of weight:* 22 pounds, except for Peru, in which case it is 11 pounds. *Dimensions:* Same as for letters.

Printed matter for the blind. For all foreign destinations: *Limit of weight:* 15 pounds 6 ounces. *Dimensions:* Same as for letters.

Samples of merchandise. For all foreign destinations. *Limit of weight:* 18 ounces. *Dimensions:* Same as for letters.

Commercial papers. For all foreign destinations, 1½ cents each 2 ounces, with a minimum charge of 5 cents. *Limit of weight:* 4 pounds 6 ounces. *Dimensions:* Same as for letters.

Eight-ounce merchandise packages. Packages of merchandise weighing 8 ounces or less, for certain countries. (This is not parcel post, must not have Customs declarations attached, and must not be sealed except when addressed for delivery in Canada, in which case such packages should be

marked "This may be opened for postal inspection if necessary." There is also an exception with respect to sealing in the case of c. o. d. 8-ounce merchandise packages for Mexico, which may be sealed.) (*See specimen, page 906.*)

Small packets. Limit of weight: 2 pounds 3 ounces. *Dimensions:* Same as for letters. (Inquire at main office or classified stations for list of countries which accept small packets.) Small packets must bear the green label, Form 2976. They must also be accompanied by the paper form of Customs declaration (Form 2976-A), properly completed by the sender and enclosed in the small packet. It is likewise permissible to enclose in small packets an open invoice reduced to its essential terms. Every small packet must be clearly marked on the wrapper by the sender with the words "*small packet.*"

None of the articles mentioned under the heading "Currency, jewelry, and other precious articles" above, may be forwarded in small packets, even though registered.

Prepayment. As a general rule, postage on all articles must be fully prepaid by the sender before they are forwarded, *except* that (1) unregistered letters in their usual and ordinary form *for all foreign countries,* and (2) unregistered single post cards *for Canada, Newfoundland (including Labrador), and certain other countries* will be forwarded even though unpaid or insufficiently prepaid *unless* the articles are mailed with the intention of avoiding prepayment or are "business" letters other than redirected letters or letters evidently being exchanged between branches of the same firm or corporation.

Postal Union. *See* Universal Postal Union.

Poundage. A rate or sum, figured per pound.

Poundage charges. *See* Air transportation charges.

Pounds into gallons. *See* Gallons into pounds.

Pour aval. *See* Aval.

Power of attorney. This is the right and authority, granted to another, to sign for and act on behalf of the person granting the power, as if he himself were acting or signing, in connection with all such acts or transactions as are specified in the document conferring the power of attorney. It is, therefore, a document by which one person is specifically and specially empowered to act for another in the capacity or capacities and for the purposes stated in the power of attorney. (*See specimen, page 908.*) For United States Customs purposes, a power of attorney may be executed for the transaction of a specified part or for all of the Customs business of a principal, except that a separate power of attorney form is required for the filing of protests. (*See specimen on page 910.*) A subagent may be appointed by a nonresident grantor of a power of attorney if the original power of attorney specifically confers the right to appoint subagents, but a subagent so appointed cannot delegate his authority. There are other provisions in the Customs Regulations regarding powers of attorney, notably with regard to the signing as security on Customs bonds (by any individual, but not a married woman), to trustees, partnerships, and corporations, and to the ability to use a power of attorney to transfer such powers at a specified port to another port. A power of attorney filed by a nonresident of the United States is not accepted by the Customs unless the agent designated therein is a resident of the United States and is authorized to accept service of process against such nonresident.

Power, purchasing. *See* Purchasing power.

Pre-emption, right of. This word, indicating appropriation or seizure, is used in connection with the right (of a government) to seize goods and sell them at the value declared by an importer if suspicion exists that the value declared was too low.

Preferential duties. (*See* Agreements, reciprocal trade.) Preferential duties are often granted by governments or states to their colonies or dominions in order to promote their development and further the flow of raw materials and other products to the mother country. In this way, the colonies and dominions are enabled to compete with other countries which have to pay higher rates of duty and therefore have to quote higher prices. The same arrangement is often made between the colonies and dominions themselves. On the other hand, preferential rates can be granted by different foreign states to each other, on the basis of reciprocal trade and/or most-favored-nation clause agreements which include preferential duties. (*See* Tariff, differential.)

Besides the preferential duty systems established to favor the exchange of goods between certain groups of countries or units, intended to facilitate trade between colonies or dominions and the mother country, preferential duty arrangements are also in effect between certain pairs or groups of countries standing in a special relationship to each other because of geographical propinquity or otherwise. Some countries will rebate part of the amount of duty carried by vessels of their flag.

Preferential import duties. *See* Preferential duties.

Preferential railroad rates. Such rates are granted for export and import goods which are shipped on bills of lading marked for export or import. They are railroad rates which are made more favorable to certain shippers or for certain classes of goods. (*See* Preferential transportation rates.)

Preferential steamship rates. *See* Freight, deferred rebates.

Preferential tariff. (*See* Tariff, differential.) A preferential tariff is one that refers to preferential duties.

Preferential tariff system. *See* Tariff, differential.

Preferential transportation rates. (*See* Preferential railroad rates; Freight, deferred rebates; Freight, export.) Rates made more favorable for shippers, or for certain articles, by railroad, vessels, or airplanes. Preferential rates may be employed to favor individual shippers, certain types of industry or products, or certain regions. The development of ports and other shipping points is sometimes encouraged by special advantageous rates. Such special or reduced rates for import goods are allowed by many governments, thus contributing to greater foreign trade possibilities by reducing the landed cost of the country's products abroad.

Preliminary entry, vessel. *See* Vessel entry, preliminary.

Preliminary invoice. *See* Invoice, preliminary.

Preliminary quotation. *See* Quotation, provisional.

Preliminary weight. *See* Invoice, preliminary.

Premium. The premium (in insurance) is the payment made to the underwriter or insurance company for protection against the risk which the policy covers. Its payment makes the policy valid; that is to say, the insurance contract, which the policy is in reality (between insurer and insured), is in force, for the specified risk, up to the specified amount, for the specified time and in the event of certain happenings against which protection is granted (in foreign trade, generally

the marine risk). (*See* Insurance premium.)

Premium, drafts. *See* Agio.

Premium, exchange. *See* Exchange premium.

Premium, gold. *See* Gold premium.

Premium, insurance. *See* Insurance premium.

Prepaid cargo. Cargo for which the freight has been prepaid.

Prepaid freight. Freight which has been prepaid (*see* Freight (in) advance).

Present. Deliverable; spot (*see* Delivery, spot). Present goods can be delivered ex ship, dock, or warehouse and are quoted *ex warehouse, ex vessel, ex godown*, and so forth. (*See* Futures; Ex warehouse.)

Present goods. (*See* Present; Goods, present.) Goods "present" are on the spot, and therefore can be shown, inspected, weighed, and delivered. (*See* Delivery, spot; Ex.)

Presentation (of) documents. *See* Draft, presentation of.

Presentation (of) draft. *See* Draft, presentation of. *See* Letter of credit, *headings:* "Documents," "Interpretation of terms"; Documents, presentation (of); Documents (against) payment.

Price. The price is the estimated value of an article or service in terms of money. Practically all international commerce takes place on the basis of price. It is price that immediately determines the character of trade. The reason articles and commodities are imported from one country instead of from another producing the same articles and commodities is that in the former the price is lower than in the latter. Price, therefore, directly controls trade, and it is, therefore, possible to control trade by controlling the factors that determine price.

Price, American selling. (*See* Value, foreign; Value, export; Value, United States; Production cost.) In the United States, the value of imported merchandise is sometimes based by the Customs on the American selling price. When the value of goods is appraised for the payment of duty on the basis of the American selling price, it is based on the price of such an article manufactured or produced in the United States, including the cost of all containers and coverings of whatever nature and all other costs, charges, and expenses incident to placing the merchandise in condition packed ready for delivery, the price at which such article is freely offered for sale for domestic consumption to all purchasers in the principal market of the United States in the ordinary course of trade and in the usual wholesale quantities in such market, or the price that the manufacturer, producer, or owner would have received, or was willing to receive, for such merchandise when sold for domestic consumption in the ordinary course of trade and in the usual wholesale quantities at the time of exportation of the imported article. (*See* Appraisement (of) goods' value.)

Price, based (on) weight. The price is based on the weight.

Price, c. & f. *See* Definitions, foreign trade, American.

Price, c. f. *See* Definitions, foreign trade, American.

Price, c. i. f. *See* Definitions, foreign trade, American.

Price, c. i. f. & e. *See* Definitions, foreign trade, American.

Price, contract. The price at which one party has contracted to sell and the other to buy.

Price control. As a war measure, the Office of Price Administration regulated both domestic and export prices under the Emergency Price Control Act of 1942. The export price control is based upon formulas for computing maximum export prices by taking the basic price, plus premium, and plus expenses. In the case of

an exporter who is the manufacturer, the maximum basic price, generally speaking, is the maximum domestic price; in the case of an exporter other than the manufacturer, his maximum basic price is either his cost of acquisition, or the maximum domestic price which would be applicable to a current sale of the commodity to the exporter by the supplier. In each case it is permissible to add to the basic price a premium to cover the exporter's overhead, and also to add expenses such as freight, insurance, consular fees, packing costs, and so forth. (*See* Price, world market.)

Price (on) day of arrival. Under this specification, the buyer will have to pay for the goods at the price quoted in the market at the time, that is, on the day of arrival of the goods.

Price (on) day of shipment. When this is specified, the buyer has to pay for the goods at the price at which the goods are quoted in the market at the time of their shipment, that is, on day of shipment of the goods.

Price, delivered. The price, delivered, includes freight and cartage to the buyer's place of business or warehouse.

Price, discounts (on). (*See* List price.) These are discounts granted to agents or importers either on the basis of special agreements, or according to the quantities ordered, the nature of the merchandise, or the like. They are reductions of the published or list price and granted to the individual buyer on an individual shipment or granted to all buyers on all shipments, and may be regulated by quantity or regardless of quantity ordered. (*See* Discount.)

Price ex. *See* Present; Goods, present; Ex; Definitions, foreign trade, American.

Price, f. a. s. *See* Definitions, foreign trade, American.

Price fluctuations. The up-and-down movements ("waves," from the Latin *fluctuare*, to wave) of prices. (*See* Fluctuation.)

Price F.O.B. *See* Definitions, foreign trade, American.

Price F.O.B. Destination. *See* Definitions, foreign trade, American.

Price (in) foreign currency. The price is to be paid in a foreign currency or its equivalent. (*See* Currency; Exchange.)

Price, gross. *See* Invoice price, gross; Gross.

Price list. The printed or otherwise reproduced list of prices, subject to discounts and rebates. (*See also* List price.)

Price loco. (*See* Loco.) The price is "at place of purchase."

Price, maximum. The highest price.

Price, minimum. The lowest price.

Price, net. *See* Net price.

Price quotation. *See* Quotation.

Price, rockbottom. *See* Rockbottom.

Price, selling, American. *See* Price, American selling.

Price spread. The range between prices, bids, or quotations.

Price stabilization. *See* Stabilization (of) prices.

Price (on) weight. The price is based on the weight.

Price, world market. The price which is quoted in the markets of the world for a material or product. Often governments will try (and sometimes succeed) to establish or control world market prices. (*See* Price control; World market.)

Primary resources. The chief resources (of a country, for example); the resources which stand first in importance. (*See* Resources *headings*.)

Prime cost. *See* Cost, prime.

Printed matter. (*See* Catalogues (for) export.) Some countries charge a duty on imported printed matter. Others (including the United States) prohibit the importation of obscene printed matter, articles (books, peri-

iodicals, newspapers, music, and the like) bearing a false notice of copyright or piratical copies (that is, actual copies or substantial reproductions of legally copyrighted works produced and imported in contravention of the rights of the copyright proprietor), and so forth.

Priorities, export. This term refers to the issuance of a rating for the purpose of enabling an exporter to obtain an article he wishes to export. Priorities are in force in the United States only in war eras when there is a scarcity of goods. As the export priority does not in itself confer the right to export the relative goods, priorities were co-ordinated with export licensing in the Second World War, so that the exporter made his export priority and export license application at the same time and to the same source.

Private bonded importer's warehouse. *See* Warehouse, bonded.

Private carrier. *See* Vessels, classification of; Carrier, steamer.

Private sale. *See* Sale, private.

Privately owned tanker. *See* Tanker, privately owned.

Privately owned warehouse. *See* Warehouse, privately owned.

Pro forma. For the sake of form only; as a matter of form (Latin).

Pro forma invoice. *Pro forma* is from the Latin, meaning "for the sake of form." A *pro forma invoice* is a skeleton invoice, sent in advance of the regular invoice for the Customs clearance of the goods, the purpose of the *pro forma invoice* being to acquaint the importer, and sometimes also to acquaint the appropriate government authorities of the country of importation, with the main details of a shipment to be made. The foreign exchange regulations of some countries require the importer to present a *pro forma invoice* in order to obtain the necessary foreign exchange and/or import permits, these being issued in advance of the shipment. As *pro forma invoices* usually are prepared a considerable time before the goods are ready for shipment, it is understood by all concerned that they cannot be strictly accurate as regards weights, quantities, and values; and all that is required is a reasonably close approximation of the actual weights, quantities, and values. (*See* Invoice, preliminary.)

Procedure of Customs. *See* Customs *headings.*

Procedures. *See* Techniques..

Proceeds, net. *See* Net.

Processed. Prepared or made in accordance with a certain process.

Procuration. *See* Per pro.

Procuration signature. *See* Per pro.

Produce. A word often used for commodities. It is that which is produced, the product, the yield. However, *produce* generally refers to perishable provisions. (*See* Produce Exchange.)

Produce broker. *See* Import broker.

Produce Exchange. (*See* Exchange; New York Produce Exchange.) A produce exchange, such as, for example, the New York Produce Exchange, is a highly developed market for many kinds of commodities. The transactions among its members are governed by most detailed and individual rules.

A local produce market is an organized marketing place, on which perishable provisions, such as vegetables, butter, fruit, eggs, fish, and poultry, are handled. The exchange, generally found at all large market centers, affords a constant open market, its principal sellers being the jobbers, commission merchants, and brokers. To this market come two types of buyers, generally, the retailers and the peddlers. A market of this kind will be found in all trade centers of substantial proportions. Although lacking in the perfected

organization of other types of markets, the produce market performs its functions with reasonable effectiveness. It affords a constant open market. Produce reaches the market usually by rail or water, although the farmers and truck gardeners haul their product direct in some cases. A number of cities have municipal markets for handling produce.

Production control. Control exercised by the government in order to direct the productivity of a nation in preparation for war or in prosecution of war. This involves prohibition of the production of numerous luxuries and declines in the production of other goods that are not strictly essential, so that the emphasis may be placed on what is needed for war.

Production cost. For appraisement of import duties in the United States, the production cost is defined as follows: The cost of materials of (and of fabrication, manipulation, or other process employed in manufacturing or producing) such or similar articles as are imported in like or similar quality and in like or approximate quantity. (*See* Cost accounting of production; Overhead, general.)

Products, collector (of). *See* Collector (of) raw materials.

Products, domestic, exported and returned. *See* Certificate (of) origin.

Products, grading of. *See* Grading (of) goods and materials.

Products, raw. *See* Raw materials.

Products, raw, development of. *See* Resources, development abroad.

Products, returned, American. *See* Certificate, consular, returned American products.

Profit, gross. The total profit. (*See* Net; Net profit.)

Profit, net. *See* Net; Net profit.

Profits, insurance (of). *See* Insurance (of) profits.

Proforma invoice. *See* Pro forma invoice.

Prohibited imports. *See* Imports, prohibited.

Prohibited imports permit. A permit may be obtained to allow unpermitted cargo to remain beyond a 48-hour period. (*See* Imports, prohibited; *see specimen, page 902.*)

Promissory note. The promissory note is a note, in writing, made by one person to another, signed by the maker. It represents an unconditional promise to pay on demand, or at a fixed, determined future time, a certain sum in money to, or to the order of, a specified bearer or to bearer. This is the definition of the English Bill of Exchange Act, and it is a definition which stands internationally, with few exceptions, both from a legal and a commercial point of view. (*See* Bill of exchange.)

Promotion (of) foreign trade. This can be and is done in several ways, by private industrial and commercial efforts or by governments or national agencies and associations, and so forth.

Prompt. Immediate. *See* Prompt day; Time (of) shipment; Prompt, the; Immediately.

Prompt day. (*See* Auction.) It is the last day of the delivery period.

Prompt shipment. Generally, within ten working days. (*See* Immediately.)

Prompt, the. The delivery date is also known as "the prompt" (*see* Auction). The last day of the delivery period.

Proof. Used to express the minimum strength of proof spirit, in alcoholic goods and the like. On it are based revenue taxes as well as duties.

Proof (of) interest. *See* Policy proof of interest.

Proof (of) loss. *See* Insurance, loss.

Proof (of) shipment. *See* Shipment, proof of.

Proof (of) weight. *See* Weight, proof of.

Proprietary Limited. At the end of a firm's name, the Australian equivalent for the English *limited.* (Abbrev.,

Pty.) In terms of the Companies Act of the Union of South Africa (No. 46 of 1926), (*Pty.*) *Ltd.*, that is, (*Proprietary*) *Limited*, must appear after the name of a private company with limited liability. A private company so described may consist of two or more persons whose liability is limited by their memorandum of association to the amount (if any) unpaid on the shares respectively held by them (termed in the Act a *company limited by shares*). (*See* Corporation; Limited.)

Protected trade. *See* Protection.

Protection. The system or policy adopted for protection (from competition from foreign sources or by foreign shippers) of native goods or materials. Duties are established on imports of foreign goods of a similar nature or character, thereby making competition by foreign shippers difficult or impossible. (*See* Free trade; Tariff, protective.) It is, therefore, a tariff policy for the protection of home industries or production, and can also be made possible by embargoes or bounties.

Protection (of) designs. *See* Designs.

Protection (and) indemnity insurance. *See* Insurance, protection and indemnity.

Protection (of) patents. *See* Patents.

Protectionism. A policy based on the system of protection from foreign competition (*see* Protection). The doctrine of protection is also called *protectionism.*

Protectionist. One who is in favor of and a supporter of protectionism.

Protective duty. Protective duties, as the name implies, are intended to protect the domestic producers against competition from imported goods. The height of protective duties will vary from country to country and from product to product in each country. They may be so high as practically to exclude all imports, or they may serve simply to equalize in part or in whole the differences in cost of production of the imported and the domestic article. (*See* Tariff, protective.)

While a high duty of this type may have the effect of considerably raising prices and thus affecting consumption, the amount of protection is measured not by the height of the import duty, but by the difference between the import and the excise duties. (*See* Protection.)

Protective tariff. *See* Tariff, protective; Protection; Protective duty.

Protest, draft. *See* Draft, dishonored; Protest, nonpayment of draft.

Protest, importer's (Customs). Protests may be filed against decisions of United States collectors and appeals made for reappraisement by both Americans and foreigners. Section 17 of the Customs Regulations gives full details as to protest procedure. (*See* Appraisement *headings.*)

Protest (by) master. Also known as *ship's protest.* The sworn statement by the master of the vessel, giving true details of the cause of damage to the cargo (*see* Protest (by) vessel; Insurance loss). (*See specimen, page 910.*)

Protest, nonpayment (of) draft. *Protest* is the word used to describe the steps which must be taken to fix the liability of a drawer and endorser (or endorsers) of a dishonored draft (*see* Draft, dishonored). It includes the formality which is attended to by a notary public when a dishonored instrument is delivered to him for the purpose of fixing the liability of the parties to the unpaid paper. (*See* Draft, protest (of).)

Protest, ship's. *See* Protest (by) vessel; Protest (by) master.

Protest (by) vessel. (*See* Protest, (by) master.) The vessel's protest, also known as the *ship's* or the *master's protest,* is the master's declaration

under oath as to the true circumstances under which damage to ship or cargo has been sustained. (*See* Insurance, loss.)

Provisional invoice. *See* Invoice, preliminary.

Provisional quotation. *See* Quotation, provisional.

Provisional registration (of) vessel. (*See* Vessel, provisional register.) Registration granted a vessel pending issuance of final registration documents.

Pty. Abbreviation for Proprietary. (*See* Proprietary Limited.)

Public bid. *See* Tender.

Public bonded warehouse. *See* Warehouse, bonded.

Public carrier steamer. *See* Carrier, steamer.

Public law 361. *See* Tariff Act.

Public stores. *See* Stores, public.

Public tanker. *See* Tanker, public.

Public warehouse. A warehouse, privately owned, for public use.

Publication, export. *See* Magazines, foreign trade.

Publications, trade. *See* Trade papers; Magazines, foreign trade.

Purchase, authority to. Abbreviated *A/P.* The authority to purchase enables the exporter to draw drafts on the buyer (importer), but, in contrast to the letter of credit, it does not enable the exporter to draw on a bank which acts and pays for the importer (*see* Letter of credit): he must draw on the importer himself. It is, therefore, not a credit issued by a foreign bank, either confirmed or endorsed by it (*see* Letter of credit, confirmed) or irrevocable (*see* Letter of credit, irrevocable) or a credit in any other form which entitles the exporter to draw on the importer's bank. However, the bank in the importer's country will handle the transaction and will advise its own bank correspondent or branch in the shipper's country to negotiate (*see* Negotiated) drafts of a specified firm or person (exporter) if he has complied with the terms of the authority to purchase which are attached to it. The importer, in turn, has made arrangements with his own bank, guaranteeing to honor and accept drafts so presented and to pay for all the ensuing banking charges. (*See* Authority to purchase.)

Purchase contract. *See* Contract (of) sale.

Purchase contract, long-term. *See* Imports, *heading:* "Long-term purchase contracts."

Purchase (of) draft. *See* Draft, buying of.

Purchase order, export. *See* Export order; Indent.

Purchasing agency. *See* Purchasing agent.

Purchasing agent. As far as foreign trade of the United States is concerned, there are two types of purchasing agent: the agent who purchases in the United States for the foreign buyer, and the agent who buys abroad for the United States importer. The arrangements made with the purchasing agent by his principal can be of many kinds: he may be retained at a fixed annual fee; he may receive a commission on the net value of all purchases; he may buy for his own account and ship and bill at his own prices; or he may have an interest in the net profits on the sale of the goods he has purchased. (*See* Commissionaire; Agent, exclusive, buying.)

Purchasing power. Foreign trade is a two-way street and is based on the ability not only to sell, but also to buy. If a country wishes to sell its products or manufactured articles to another, it is vitally interested in the purchasing or buying power of its customer, or, in other words, in its ability to pay for all purchases. For if this ability does not exist, and if foreign exchange (*see* Foreign exchange) can-

not be acquired or accumulated by the foreign import nation, then all other efforts or goals to sell to that nation are futile. It is, therefore, to the interest of the exporting nation to assist as far as possible in the creation of the necessary exchange (in our own case, payments which can be changed into and paid in United States dollars) to pay for the merchandise, products, and commodities that we wish to sell. We must create an equilibrium of the trade balances between our own country and the countries to whom we export or wish to export. We ourselves must give this assistance and help to create the funds that will pay for what we sell, or wish to sell. We must make it possible for the foreign buyers, in a country with which we desire to build up a lasting foreign trade, to offset their orders *to* us with purchases *by* us, if we are to give them the opportunity to earn and create the funds with which to *pay* us. The more we buy, the more we can sell. The more purchasing power we create, the more constant will be the trade we will build and the safer will be the credits we will grant in inaugurating and maintaining such foreign trade.

Put. (*See* Option *headings.*) The right to sell (in contrast to the right to buy, or "call") a certain commodity (or stocks) at a fixed price, for a consideration (option money) in a certain quantity and within a certain period. It is the reverse of the call option and insures against a fall in the price of the commodity between the time of taking the option and the agreed delivery date. The broker gets a consideration (payment) for having effected it by bringing buyer and seller together. If the market remains steady, without much fluctuation, or, again, if prices advance during the period, the option will or need not be exercised, so that only the option money is lost. But if the price falls, as anticipated by the buyer of the option, and he delivers the commodity or stock ("put") while it actually commands a lower price, then the difference between the delivery (put) price and the higher price at which the contract was originally made is a profit.

Put option. (*See* Option, put; Put; Option, call.) The opposite of a call option.

*

Q

Quality, average. *See* Fair average quality.

Quality certificate. (*See* Sampling, commercial; Certificate (of) inspection.) Certain commodities require an inspection and, as its result, a certificate confirming that the particular lot or parcel is of fair average quality. This certificate must be delivered by the seller to the buyer upon delivery. For example, on the New York Produce Exchange such a certificate, required with regard to pepper, reads as follows:

NEW YORK PRODUCE EXCHANGE

Pepper Inspection Department
Official Black Pepper Certificate of Quality
No. .....

Original

New York, ... 19.....

THIS IS TO CERTIFY, that on the above date, the lot of ..... Black Pepper described below was duly inspected and sampled in accordance with the By-Laws, Rules and Regulations of the New York Produce Exchange and that the quality thereof is: ..... Black Pepper .....
Location..... Quantity.....

IDENTIFICATION

BAGS	MARKS	NUMBERS

Account of .....
This Certificate expires ..... 19.....

This Certificate shall become invalid if pepper is removed from location specified herein, unless returned to the Inspection Department and transfer noted thereon.

Chief Inspector
By.....

In the event the pepper so inspected and certified does meet the requirements in accordance with these rules, it is so indicated on the Pepper Certificate of Quality by insertion of the stamped legend

> "Good for Delivery upon New York Produce Exchange Black Pepper Contracts"

in the space allotted thereto, and the pepper can be delivered to buyer.

Quality, customary. The quality which it is customary to ship.

Quality, fair average. *See* Fair, average quality.

Quality guarantee. The most common method of guaranteeing quality is to arrange for foreign inspection of the goods before they are shipped. This may be done by stipulating in the order that the drafts presented against a letter of credit opened by the importer in favor of the foreign exporter must be accompanied by an inspection certificate. (*See* Certificate (of) inspection.) The exact kind of inspection certificate and the person by whom it shall be signed may be specified. In other words, the importer may select some firm which specializes in the inspection of merchandise abroad, and specify that an inspection certificate, signed by that firm, accompany the draft before the foreign bank will honor it under the letter of credit. (*See* Draft; Letter of credit.)

Another common form of quality guarantee is by duplicate sample. The importer, in placing an order, may submit a sample which may be described and otherwise identified in the order itself. A duplicate of this sample may then be sent to an agent abroad, who as a representative of the buyer will compare the sample with

the finished product; upon his approval the shipment will be made.

Again, often importers reserve the right to inspect the goods on arrival before they pay or accept the drafts accompanying them. (*See* Quality certificate.)

Quality landed. This is the quality of goods landed at port of destination, which may, for certain products, show a change (fermentation, moisture, increase or decrease of bulk or weight, contraction, mold, sweat, bugs, and so forth) from quality as and when shipped. (*See* Condition guaranteed; Landed quality.)

Quality lower than standard. The quality is lower than the standard or established quality of a product or article. (*See* Standard; Quality, standard.)

Quality not guaranteed. This is often expressed also as "seen or not seen."

Quality risk. The risk the buyer (the importer) takes on the landed quality of his purchase (*see* Quality landed).

Quality shipped. The quality of the merchandise when shipped (*see* Quality landed).

Quality, shipping. The quality which it is customary to ship.

Quality, standard. The standard quality is the quality which is established and recognized for a product or article. (*See* Standard.)

Quantity, maximum. The greatest quantity.

Quantity, minimum. The smallest quantity.

Quantity variation. *See* Variation of quantity.

Quarantine. (*See* Bill of health; Port sanitary statement.) The time during which ships, entering a port from abroad, are not permitted to communicate with the shore except by signalling, and so forth; also, the place of detention of ships for this purpose. Certain imports, animals, and plants (*see* Plants or plant product imports) are also subject to quarantine regulations. Quarantinable diseases are reported in the Port Sanitary Statement (*see specimen, page 923*). (*See* Port entry; Quarantine *headings;* Plant quarantine.)

Quarantine flag. The yellow quarantine flag is flown on the foremast of a vessel and is lowered when the ship is permitted to enter the port (*see* Vessel entry; Quarantine).

Quarantine inspection. In accordance with the navigation laws of most countries, those of the United States included (*see* Quarantine regulations), every precaution is taken to inspect a vessel before its departure from a foreign port or place and after its arrival. The Navigation Laws of the United States (obtainable from the Government Printing Office in Washington, D. C.) prescribe such inspection of vessel, passengers, and cargo, and also provide for treatment of all of these in case vessel, passengers, or cargo is infected. The following are excerpts from the respective laws on Sanitation and Quarantine, as contained in the Navigation Laws of the United States:

Any vessel at any foreign port clearing or departing for any port or place in the United States or its possessions or other dependencies or any vessel at any port in the possessions or other dependencies of the United States clearing or departing for any port or place in the United States or its possessions or other dependencies, shall be required to obtain from the consul, vice consul, or other consular officer of the United States at the port of departure, or from the medical officer where such officer has been detailed by the President for that purpose, a bill of health in duplicate, in the form prescribed by the Secretary of the Treasury, setting forth the sanitary history and condition of said vessel, and that it has in all respects complied with the rules and regulations in such cases prescribed for securing the best sanitary condition of the said ves-

sel, its cargo, passengers, and crew; and said consular or medical officer is required, before granting such duplicate bill of health, to be satisfied that the matters and things therein stated are true; and for his services in that behalf he shall be entitled to demand and receive such fees as shall by lawful regulation be allowed, to be accounted for as is required in other cases.

On the arrival of an infected vessel at any port not provided with proper facilities for treatment of the same, the Secretary of the Treasury may remand said vessel, at its own expense, to the nearest national or other quarantine station, where accommodations and appliances are provided for the necessary disinfection and treatment of the vessel, passengers, and cargo; and after treatment of any infested vessel at a national quarantine station, and after certificate shall have been given by the United States quarantine officer at said station that the vessel, cargo, and passengers are each and all free from infectious disease, or danger of conveying the same, said vessel shall be admitted to entry to any port of the United States named within the certificate.

Quarantine, plants. *See* Plant quarantine; Plants or plant product imports.

Quarantine regulations. Quarantine regulations, as the name implies, are imposed in most countries for the purpose of preventing the spread, through importation, of animal and plant diseases and pests. Insofar as quarantine regulations are strictly limited to the carrying out of this purpose, no exception can be taken to them. There is, of course, always the possibility that they may be taken advantage of to be applied more generally, and as a means of import control quite apart from the original sanitary object. Thus, quarantine regulations must be taken into consideration as one of the types of import restrictions and controls in effect in various countries, and the exporter must always be sure that his products do not contravene any such regulations of the country to which he proposes to ship. (*See* Plant quarantine; Quarantine *headings*.)

The Quarantine Laws of the United States are set forth in detail in the *Navigation Laws of the United States*, a copy of which can be obtained from the Government Printing Office in Washington, D. C.

Quarantine restrictions. *See* Responsibilities and liabilities, carrier and ship.

Quarter. When used in old-time grain charters (*see* Grain charter), 480 pounds.

Quay. A landing place, either natural or artificial, to permit the loading and discharging of cargo.

Quick shipment. Generally, within three working days.

Quota. The word *quota* signifies a certain number or a certain share. It is used to designate a certain number or quantity of any product or article, including exchange. (*See* Contingent; Restraint (of) trade; Quota *headings*.)

Quota allocations. *See* Quota; Quota export; Quota import.

Quota, export. An export quota system or method is one by which only a definite quantity (quota) is allowed to leave a country (be exported). Just like the import quota, it may refer to commodities, articles, materials, metals (gold), or exchange, thereby exercising a control over such exports (*see* Quota *headings*).

Quota, global. This refers to the establishment of a quota, designating the admissible quantities of a certain article, without regard to its country of shipment or origin. It is, therefore, a quota affecting the whole world (globe).

Quota, import. The restriction, up to a certain limited quantity or number, of imports of an article or product, or all articles or products, from one or more or all countries. Importations

into the United States, which are subject to import quotas, are subject to the published quota provisions of the Customs (as printed in the Customs Regulations). The import quota serves to control imports, for any reason whatever, by restricting the importation of the goods for which the quotas have been established. The quota, therefore, represents a prohibition to import certain articles or products, with the exception of a certain quantity (quota) which a government allows to enter when it is necessary or desirable to do so, thereby exercising a control over such imports.

Quotas may be, and in the majority of cases are, allocated to individual countries, or at least to the major supplying countries on the basis of previous imports for some representative period. The administration of the quotas varies considerably even in the same country. In some cases only a total global quota is assigned for a given product, and imports are permitted on a first-come-first-served basis until the quota is filled for that particular period. In other cases a definite share of the quota is allocated to each of the principal supplying countries, and the limit constitutes a global quota for all other countries. In some circumstances, quotas are set up on the condition that the government of the exporting country, or countries, or some trade organization in those countries will administer the allocation to the individual firms. For other quotas, import licenses are required before shipments are permitted even within the quota limitation.

In general, both quotas and import licenses are established for the purpose of exercising a more strict and definite control over imports than is possible under import duties alone. If strictly administered, they are, of course, effective in limiting imports. As in all systems of restriction, it is more or less axiomatic that the greater the rigidity with which quotas are applied, the greater the possibility of lax enforcement and of unauthorized importation outside of the official restrictions. Furthermore, the administrative burden in any general quota or import license system becomes very great and tends to limit the usefulness or effectiveness of such systems.

An additional reason for the establishment of quota systems in most countries is the effort toward bilateral trade balancing, which has become so prominent a factor in commercial policy.

See Quota; Quota *headings;* Restraint (of) trade; Import license; Export control; Import control.

Quota, non-government. Industries can arrange quotas among themselves, for the distribution of raw materials needed for the production of their goods, or for the distribution of orders to a group of manufacturers (*see* Cartel). Manufacturers and jobbers, dealers, and even retailers can establish quota systems for their merchandise as delivered or sold to their customers, establishing a definite system or ruling by which each of their customers is allowed only a certain quantity of an article at a time. The quota system as such is a system of control for outgoing and incoming goods which can be used not only internationally and by governments, but also by private enterprises and business firms. Another form, of the many forms of quota regulation, is the distribution by a government (or an industry) of its orders to a group of manufacturers, giving each a share (quota) according to definite rulings, such as general output, turnover, or manpower employed. (*See* Quota *headings.*)

Quota system. *See* Quota, non-government.

Quotation. Quotations should be mu-

tually clear and understood (*see* Definitions, foreign trade, American). The quotation is equivalent to the naming of a price, and also signifies the price which has been named (quoted). In foreign trade, the quotation signifies not only the price, but generally also all other prime conditions of a sale (in case the quotation is accepted), such as the place of delivery, the mode and terms of payment, the insurance, the currency in which quotation is made or, in other words, in which the goods are to be paid for in case the quotation is accepted, and all other points relating to quantity, quality, time of delivery and/or of shipment, and methods of transportation. In short, in foreign trade the quotation states as clearly as possible what the person who quotes (the seller) is willing to do and what he expects the person to whom the quotation is submitted (the buyer) to do in case he accepts it. Therefore, the foreign trade quotation not only describes the merchandise or names quantities, but in its entirety it gives a condensed or concentrated picture of the eventual sales contract, based on the various conditions as to what the seller should pay (for example, in addition to the cost of the goods, insurance, freight, and bank charges), or what, on the contrary, the buyer should consider his burden of expense. (*See* Payment, form of; Payment terms.)

The export quotation should state all points of the offer clearly including those enumerated below, in addition to any detailed technical or other specification which may be necessary (*see* Specification):

1. How far the goods will be carried at the expense of the exporter.

2. Where the responsibility of the exporter as to loss or damage in transit ends and that of the foreign buyer begins.

3. The terms of sale, including the date of shipment or delivery at a given point; the description, including quality stipulations and guarantees such as inspection by buyer before shipment; the price, including the currency in which the drafts are to be drawn and payable at the due date and the unit in which the price is quoted.

4. The form of payment—that is, whether part or all cash in advance, or by draft, letter of credit, acceptance, or other form, with an understanding concerning regulations of importer's country dealing with payment in any form.

5. The method of payment, whether the drafts shall be drawn against sight or date, and their tenor or length of time they are to run; what terms the letter of credit, if opened, should stipulate; what documents will be attached to the drafts; and whether the drafts will be drawn against payment or acceptance.

The currency in which the price is quoted is usually the currency in which the draft is payable. A price quoted in pounds sterling should not be followed by a draft in dollars, unless the quotation specifically states that such action will be taken. A dollar quotation places on the buyer the burden of providing the necessary dollars when the draft is presented in exchange for his local currency. Any adverse fluctuation in the rate of exchange is consequently his loss and not that of the exporter. Interest charges are always for account of the buyer, unless otherwise stated. Where dollars are difficult to obtain abroad and delayed remittance is expected, exporters may arrange, therefore, that interest charges for the amount of the dollar draft from date or sight until proceeds are returned to them shall be for the account of the buyer, by quoting the price simply as c. i. f., for ex-

ample. Where the exporter wishes to assume the interest, he may quote c. i. f. & i. (cost, insurance, freight, and interest). Some misunderstanding may also arise as to the unit for which the price is quoted. This can be avoided by stating specifically the unit—for example, "Per case of 24 1-pound cans"—in the original quotation.

(*See* Definitions, foreign trade, American; Conditions (of) sale; Dollar quotation.)

An export quotation is an offer, and its acceptance without alteration by the foreign buyer constitutes a valid export sales contract. The quotation, therefore, must be mutually clear and understood, assuring buyer and seller that definite understanding exists between them regarding their transactions: how, when, and where goods are to be paid for. As foreign trade definitions have been issued by organizations in various parts of the world, and as the courts of countries have interpreted these definitions in various ways, it is important that United States buyers and sellers have foreign buyers and sellers agree that their contracts are subject to the "Revised Foreign Trade Definitions, 1941," and that the various points listed are accepted by both parties. It is unwise to use in quotations or in contracts abbreviations which might be subject to misunderstandings; nence, whenever possible, one of the terms defined under these Trade Definitions (*see* Definitions, foreign trade, American) should be used.

Manufacturers and exporters are urged to bear in mind that the confusion and controversies which have arisen have sprung in part from the use of an excessive number of abbreviated forms with substantially similar meanings, as well as from the use of abbreviations in a sense different from their original meanings, or in an application not originally given them and different from the sense or application understood by foreign buyers.

In simplified and standardized practice lies the best hope of reducing confusion and avoiding controversy.

Manufacturers and exporters must understand the very great importance at all times of making their intention in whatever quotations they employ so thoroughly clear as to be impossible of misunderstanding or misinterpretation. It is much better to take the time and space at the outset to make the quotation clearly understood, than to be compelled in the end to go through vexatious controversy or litigation, which costs not only time and expense but customers as well. Misunderstandings can best be avoided if the seller will formulate a written statement of the general conditions under which his sales are to be made, and will see that the foreign buyer possesses these terms of sale when considering a quotation. The items which may be included in such a statement deal with: delivery, delays, partial shipments, shipping instructions, inspection, claims, damage, and payment. If all contingencies are thus covered by carefully considered conditions of sale, disputes will largely be prevented.

The quotation "F. O. B. (named port)," as "F. O. B. New York," "F. O. B. New Orleans," "F. O. B. San Francisco," is often used by inland producers and distributors to mean merely delivery of the goods at railway terminal at the port named. This abbreviation originated as an export quotation and had no application to inland shipments. It was used only to mean delivery of the goods upon an overseas vessel at the port named. That, in fact, is the meaning universally given to the phrase among foreigners, and is the meaning which the best practice among exporters requires

it invariably to have. But because of the confusion which has arisen through the use of that form with a different meaning by inland producers and distributors, and in the interest of unmistakable clarity, the invariable use by American manufacturers and exporters of the form "F.O.B. Vessel (named port)" is most strongly urged. This adds only one word to the abbreviated form and has the great advantage that it cannot be misunderstood.

Quotation C. & F. (cost and freight). *See* Definitions, foreign trade, American.

Quotation C. I. F. (cost, insurance, freight). *See* Definitions, foreign trade, American.

Quotation C. I. F. & C. (cost, insurance, freight, and commission). *See* Definitions, foreign trade, American.

Quotation C. I. F. & E. (cost, insurance, freight, and exchange). *See* Definitions, foreign trade, American.

Quotation C. I. F. & I. (cost, insurance, freight, and interest). *See* Definitions, foreign trade, American.

Quotation C. I. F. C. & I. (cost, insurance, freight, commission, and interest). *See* Definitions, foreign trade, American.

Quotation C. I. F. C. E. & I. (cost, insurance, freight, commission, exchange, and interest). *See* Definitions, foreign trade, American.

Quotation C. I. F. E. & I. (cost, insurance, freight, exchange, and interest). *See* Definitions, foreign trade, American.

Quotation ex. *See* Definitions, foreign trade, American.

Quotation F. A. S. (free alongside). *See* Definitions, foreign trade, American.

Quotation F. O. B. *See* Definitions, foreign trade, American.

Quotation, final. It is the final quotation. (*See* Quotation, provisional.)

Quotation (in) foreign currency. *See* Currency.

Quotation, gross. *See* Gross; Quotation.

Quotation, loco. Quotation made at place of purchase. (*See* Loco.)

Quotation, net. *See* Net; Quotation.

Quotation, provisional. A quotation which is not definite or binding pending receipt of the final quotation or confirmation which changes the provisional into the final quotation.

Quotation, rockbottom. *See* Rockbottom.

Quote, to. *See* Quotation.

Quoted. (*See* Quotation.) Confirmations often simply state "as quoted."

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R

Radio. *See* Cable and radio.

Rail-air. *See* Air express.

Railroad bill of lading. (*See* Bill of lading, railroad; Bill of lading, domestic; Railroad uniform through bill of lading.) The railroad issues its bill of lading in triplicate: one non-negotiable copy, one acting as shipping permit, and one which is original and negotiable. Through bills of lading are issued to points beyond the United States borders (*see specimens, pages 714–715, 718–721, 727*). Export bills of lading must be so marked. For example, on an indent the following are specific instructions:

Ship via: . . . . . .
Mark R/R Bill of Lading "For Export." If your prices do not include freight to seaboard, **prepay** and add to your invoice.

Railroad demurrage. (*See* Demurrage.) Free storage for export and import carload lots, at ports of shipment (for export, on bills of lading marked "for export"). The free time for carload export freight is ten days; five days' free time (storage) is permitted on import traffic. (*See* Railroad freight, carload.)

Railroad export rates. *See* Railroad freight rate, export; Railroad freight charges; Railroad freight cargo; Railroad freight carload; Railroads, foreign freight traffic.

Railroad free delivery. (*See* Railroad freight charges.) Delivery is made by railroads on carload freight directly to wharves, docks, and piers. Free lighterage service is authorized by appropriate tariff publication for the transport of carload traffic, and it is not necessary to prepay freight to secure free lighterage. (*See* Railroad lighterage.)

Railroad freight, carload. (*See* Carload, consolidated; Shipment, consolidated.) The tariffs on file with the Interstate Commerce Commission do not authorize the assembling of carload freight by the railroad. Carload freight, however, gets free storage (*see* Railroad demurrage) and free delivery. (*See* Bill of lading, railroad.)

Railroad freight charges. Generally, export freight rate charges do not have to be prepaid except for shipments covered by through export bills of lading (*see* Railroad bill of lading), although this is not the rule with all of the railroads all of the time. (*See* Railroad free delivery; Railroads, foreign freight traffic.)

Railroad freight claims. *See* Freight claims, U. S. railroads.

Railroad freight rate. The rate charged by the railroad for carrying the goods. (*See* Interstate Commerce Commission.)

Railroad freight rate, export. A special rate granted by the railroads for export shipments provided that bills of lading are marked "for export." (*See* Railroads, foreign freight traffic.)

Railroad freight rate, preferential. *See* Railroad freight rate, export; Preferential transportation rates.

Railroad, insurance (on). *See* Insurance, transportation.

Railroad lighterage. Free lighterage is provided on the basis of certain rules and for carload lots. The substitution of truck service for lighterage is permitted by New York Harbor roads for operating convenience (*see* Bill of lading, railroad; Lighterage, free).

Railroad loss (or) damage. *See* Loss (or) damage on railroads.

Railroad-owned vessel. *See* Carrier, steamer.

Railroad pier service. *See* Railroad wharf, pier, and dock service.

Railroad prepaid charges. *See* Railroad freight charges.

Railroad rates, preferential. *See* Preferential railroad rates; Preferential transportation rates.

Railroad shipments (through) Customs. The railroads have published in tariff form information necessary for the clearing of shipments through the Custom agents, that is, through the Customs. This information is published to facilitate foreign trade traffic, and a specimen page is reproduced at the back of this book. The railroads generally have representatives at the ports who assist in making arrangements for the clearing of export and import cargoes. The railroads will also arrange the transportation in bond of import freight to be examined by Customs officers at inland points, where goods are unloaded for Customs examination. (*See specimens, pages 719–720.*)

Railroad through bill of lading. *See* Railroad uniform through bill of lading; Bill of lading, railroad; Letter of credit, *heading:* "Guiding provisions."

Railroad ton. *See* Ton, short.

Railroad truck service. All deliveries of carload lots are made direct to vessels or steamship piers by freight car, direct via rail or carfloat, by lighter, and by trucking only in lieu of lighterage. (*See* Truck transportation.)

Railroad uniform through bill of lading. The uniform bill of lading is used for through bills of lading by rail to foreign countries (for example, to Mexico) (*see specimen, page 721*); also, to foreign countries when the shipment is to go by water. (*See* Bill of lading, railroad; Railroad bill of lading.)

On the delivery of the goods to the railroad, three documents are made out—the shipping order, the memorandum, and the bill of lading. They differ in name only; the entries are identical, including the date, name of shipper, destination, route, car number, consignee, number of packages, correct description of articles, and the weight. The bill of lading, a receipt for the goods given to the shipper by the carrier, is also a contract of affreightment and document of title. It is signed by the shipper and by the agent of the carrier. The carrier is bound only to deliver what he received; he is not bound by the description of the contents. It is important for the shipper to copy on the bill of lading special shipping marks, and the order number of the exporter, as this gives the exporter a record by which to identify any particular order. (*See* Letter of credit, *heading:* "Guiding provisions.")

In the ordinary routine of export traffic, the shipment will originate on a domestic bill of lading, marked "for export," to be exchanged for a uniform through export bill of lading. If not available at the point of origin, the uniform through export bills of lading will be issued by the commercial agent of the railroad at the nearest point of shipment in exchange for the railroad domestic bill of lading. Uniform through export bills of lading are issued via all principal ports. There is no uniform through export bill of lading for motor carriers at the present time, although one will probably be authorized upon necessity.

The Interstate Commerce Commission, under section 25 of the Transportation Act of 1920, was authorized to make rules and regulations and prescribe the form of uniform through export bills of lading for use on ships registered under the American flag. It has issued orders enumerating approximately 2,500 railway stations where uniform through export bills of lading can be secured. This list is shown in Foreign Order No. 5, by the

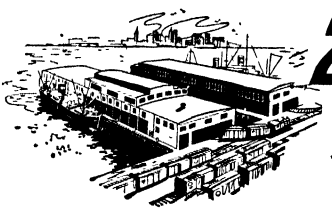
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3 important reasons why NEW YORK CENTRAL can move your goods more swiftly, smoothly, efficiently...

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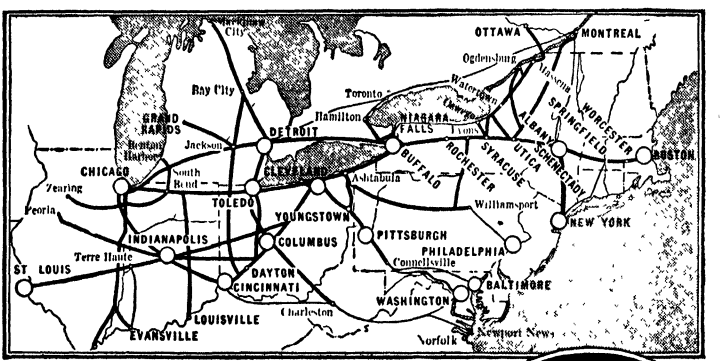
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Commission, which can be obtained from the Commission. In 1923 the bill was modified by the Commission, on behalf of shipments of cotton, to conform with the Liverpool Cotton Bills of Lading Conference and the American Bankers' Association.

Section 25 of the Interstate Commerce Act was amended by the Carriage of Goods by Sea Act, approved April 16, 1936, as follows: "Provided, however, that insofar as any bill of lading authorized hereunder relates to the Carriage of Goods by Sea Act, such bill of lading shall be subject to the provisions of the Carriage of Goods by Sea Act." On July 6, 1936, the Interstate Commerce Commission issued an order permitting, until further notice, the endorsement on the uniform through export bill of lading of a statement to the effect that, so far as such bills relate to the Carriage of Goods by Sea Act, they shall have effect subject to the provisions of that act. (*See* Railroads, foreign freight traffic.)

Railroad wharf, pier, and dock service. (*See* Railroad truck service *and other* Railroad *headings.*) The railroads do not assemble import freight from different docks, piers, and wharves. However, they will deliver direct, whenever possible, for export shipments. Delivery is made to vessel of carload freight direct, free, where lighterage is not required to ship loading at piers served by railroad tracks. (*See* Railroad lighterage.)

Railroads, foreign freight traffic.

American railroads and foreign trade. Practically every transaction involving the sale or purchase of merchandise and materials of every sort, between one country and another, almost certainly requires the use of rail transportation at some point in its journey; about the only exception is in the case of goods or materials originating at and destined to seaports at both ends of the ocean journey. Thus it appears that (confining the situation to this country) American railroads form a vital link in foreign trade.

The extent to which rail carriers recognize the importance of foreign trade is indicated by the huge investments they have made in seaboard terminals at the principal ports of the United States.

Furthermore, the solicitation of shippers and manufacturers for the movement of their foreign trade over rail lines is handled and supervised by a highly specialized group, usually designated as a "Foreign Freight Department" and headed by either a "Foreign Freight Agent" or, in some instances, by a "Foreign Freight Traffic Manager." These specialists, so to speak, are thoroughly familiar at all times with local conditions at the seaports served by their respective lines, frequency of sailings, scope of ocean services, and requirements of United States Government regulations, particularly those of the Treasury Department and the Department of Commerce.

A number of the rail lines extend their foreign freight organizations into foreign countries, maintaining agencies or correspondents whose duty it is to keep the home office fully advised as to shipping conditions in their respective localities, thus serving as a necessary and many times a vital commercial and freight outpost and valuable source of information to the shipper and/or manufacturer.

As a further aid in facilitating foreign trade, practically all rail lines of the United States, especially those serving the seaboard ports, issue what are known as *through bills of lading*, which, in effect, are documents covering rail and water transportation over the entire route to final destination abroad. Certain designated agents

are authorized to sign these through documents jointly on behalf of the rail and ocean carriers. Practically all steamship lines, with some exceptions, recognize these through documents, the responsibility of each carrier being limited to its own line. However, the broad purpose of the through bill of lading is that it greatly facilitates the selling transaction (export), as the shipper, immediately upon receipt of the signed through bill of lading, can deposit this bill of lading with his local bank, together with the invoice, when the bank will pay the amount of the invoice less an agreed discount. There may be some banks that will advance the full amount of the invoice, but the general practice is to discount it until full collection has been made, when the balance is paid to the shipper. From this, it is obvious that the shipper saves much time, and, further, his capital is not tied up for a long period awaiting remittance from abroad. The through bill of lading arrangement is one of the outstanding contributions made by the railroad industry to the promotion and facilitation of foreign trade.

Another advantage attending the use of the through bill of lading is that the rail carrier assumes the responsibility of effecting delivery to the on-carrying steamer, thus saving the shipper the expense of employing forwarding agents at seaboard to look after the clearance. (*See* Railroad uniform through bill of lading.)

Most large railroads—especially those in the East, serving North Atlantic ports—have built within their Traffic Departments specialized subdivisions for the handling of foreign freight and passenger traffic. Since in most cases the bulk of the dollar revenue in foreign traffic results from export and import freight shipments, it is logical that these specialized segments of railroad traffic departments should lean heavily toward freight traffic activities.

In organization, these departments are usually headed by a Foreign Freight Traffic Manager and regionalized Foreign Freight Agents, with supporting staffs for territorial coverage.

Prior to the last war, several railroads extended foreign traffic representations throughout Europe and Africa, Cuba and Mexico, with a smattering of representation at the key traffic-originating outposts throughout the world. This overseas representation took two forms: (1) direct representation by company employees, and (2) representation through contracts with forwarders, brokers, and travel agencies. Some carriers used a combination of direct representation and contract representation with considerable success. Aside from the American Express Company and Thos. Cook & Sons, Inc., which companies were connected with the New York Central Railroad and the Pennsylvania Railroad, respectively, on overseas contracts leading and aggressive individual brokers were often selected on a contractual basis for representation at principal traffic centers.

American railroads, now having important stakes in international trade, show an active interest in foreign representation on an aggressive basis. In the years ahead, the leading American railroads, whose services are generally regarded as stopping at American ports, will be world-wide in their coverage of international freight and passenger traffic problems. Closely supervised and highly specialized representatives will staff their domestic offices for servicing importers, exporters, and overseas travelers. These far-flung domestic staffs will be adequately supported in information and service through expanded over-

seas organizations. Both within the United States and abroad, the foreign traffic representatives of the American railroads have a common goal: to serve better international trade and commerce in the name of the American railroads.

Foreign traffic departments of railroads, aside from performing normal solicitation, contact, and sales work and conducting continuous campaigns to stimulate and secure business, have a multitude of detailed service tasks. A good foreign traffic department of any railroad can provide services, information, and knowledge that are of primary importance to exporters, importers, steamship companies, jobbers, brokers, and any others interested in foreign trade transactions. The public is generally unaware of the numerous duties and functions of these foreign trade specialists of the railroads. Inadequate recognition has heretofore been given to their vital role in helping to arrange for the prompt movement of traffic and for the orderly, expeditious flow of passengers and goods through the ports of the United States. One of the most encouraging developments in connection with postwar international trade programs is the intensified stress and activity to be observed on many railroads in connection with their foreign traffic organizations and work.

From a freight standpoint, railroad foreign freight traffic specialists must naturally be well advised regarding the details and operating conditions at all of the ports served by their particular railroad. In port development activities, they are valuable partners with the railroad operating departments, port authorities, chambers of commerce, and boards of trade. These railroad representatives can be very helpful in promoting tonnage activity through the ports they are serving and in seeing that proper services are at all times maintained to make these ports attractive to exporters and importers, government agencies, and steamship operators. These railroad representatives are the points of contact with the international shipping public, and when rail or port services, manpower, vessel facilities, or other elements interfere with the orderly flow of goods, they are the first to receive complaints and to start programs for correction. Through them, rate problems may be cleared, banking and credit arrangements may be made, vessel-booking may be handled, cargo may be traced, and all problems relating to overseas shipments may be cleared. Through their acquaintanceship with steamship companies, freight brokers, and especially also through their foreign connections in other countries, they are able to make available to the exporter or importer a broad field of information that saves time, money, and detail for shippers and receivers. They are valuable allies of the foreign traffic experts of all commercial companies.

The field of railroad foreign traffic work is broad, and no list of specific functions can be expected to be complete. The following, however, are a few of the leading activities engaged in by representative railroad foreign freight traffic departments:

1. Furnishing information to shippers regarding all documents necessary in the making of a foreign shipment, together with assistance in seeing that these documents are properly prepared and that export declarations are in proper form.

2. Arranging for the advancing of funds or credit on a temporary basis to cover freight bills, ocean charges, and accessorial expenses in connection with foreign shipments until such a time as all papers can be cleared and final settlement can be made.

3. Arranging for booking of shipments with steamship lines, together with full information regarding ocean rates, insurance, allocation of steamer and space, and sailing port and date.

4. Preparation of shipping contract and forwarding of this to the shipper. (This task includes the preparation of the numerous copies (between 15 and 20) of export bills of lading and arrangement for their proper distribution.) Full handling of all bills of lading, including the issuance of the through export bill of lading (a practice that was discontinued during wartime). Exchange of export bills for domestic bills and complete checking of domestic bills and export declarations for errors, corrections, or changes that may occur as shipments are called forward for foreign shipment. The clearance of these papers is a highly detailed job and is important to the proper protection of shipments. For example, it is customary to mail two originals and three copies of bills of lading on export shipments to the shipper, one copy to the steamship office nearest the point where the freight is booked, several copies to the foreign freight agent of the railroad at the port for distribution to the port office of the steamship line, to the ship, and to the railroad office. Through this distribution of these bills of lading, all interested parties are advised of all details pertaining to the shipment.

5. Checking all terminal and incidental charges accruing during the transfer of cargo at the seaboard and rendering a bill against the shipper or his responsible agent to cover these charges. This involves the handling of receipted bills to close out accounts on the books of shippers or their agents.

6. Notifying the shipper and all interested parties regarding the service accorded the shipment, clearance at the port, the information developed as a result of tracing or expediting the tonnage, and advice on whether or not proper connection has been completed with the steamship.

7. Advising the shipper on the handling and preparation of shipments to insure safe and practical handling.

8. Maintaining statistical records and information libraries regarding foreign exchange, tariff restrictions, Customs questions, ocean shipping rates and regulations, and port or railroad restrictions, embargoes, and the like.

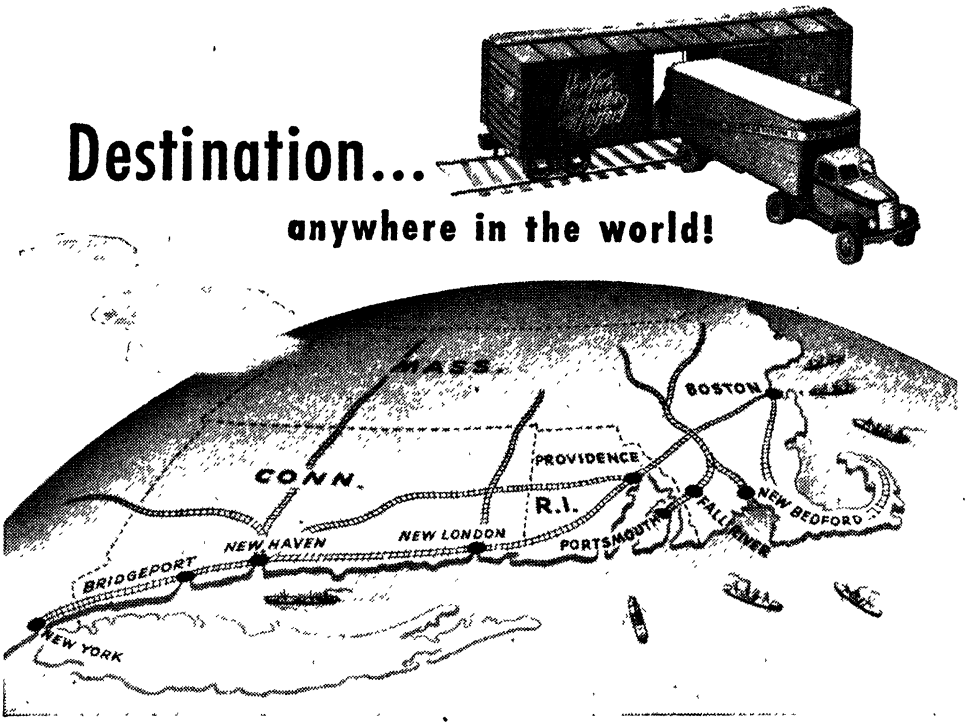
9. Arranging for port or terminal storage where necessary, or where cargo fails to meet the specific ship for which assigned. Also, arranging for diversions and reconsignments where necessary.

To the above general list could be added an equally long specific list of day-to-day functions of foreign freight traffic men. Suffice it to say, however, that a foreign freight traffic department of any railroad should be *an information bureau on all international trade questions.* Many of the foreign trade shippers, even some with traffic departments fully conversant with domestic problems, are not familiar with the technical phases of transportation, such as split deliveries, consolidated carloads, lighterage, port ground storage, car float deliveries, and elimination of heavy lift fees under certain conditions. A foreign freight traffic department, staffed with men who are well acquainted with these rules and their theoretical and practical application, can ease the burdens of exporters and importers considerably.

Aside from all these specialized service functions, there still remains in the foreign traffic departments of railroads the normal traffic function of obtaining new business and retain-

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ing old business. Those carriers with staffs trained for service in their foreign departments find that this service itself is of major significance in stimulating new business for the railroad. In foreign traffic work, the progress and success of the foreign traffic department is linked inescapably with the success of the ports which the carrier serves and with the prosperity of international trade to and from the geographical area served by the railroad.

Equally important and specialized is the function of railroad passenger traffic departments in handling foreign travel requirements. They maintain, in normal times, close association with steamship agencies and travel bureaus and are at all times alert to opportunities to provide complete services to travelers going from the United States overseas or to arrivals in this country from other parts of the world. Abroad, in the past, the passenger traffic outlets of the American railroads have usually been on a contractual basis. Plans are now being formulated for the intensification of American railroad passenger traffic activity directed toward obtaining and servicing foreign travel accounts.

Functioning as separate specialized units in the traffic profession, foreign traffic departments on the American railroads may be expected to grow in importance in the immediate future. The carriers serving the North Atlantic ports have already shown leadership in increasing the tempo of foreign traffic activity, and it logically follows that, as this tempo is increased, the American railroad industry will be more dominant than ever before in helping to shape the forthcoming patterns in international trade and commerce.

Railway Express Agency. Always connected intimately and importantly with the shipments of goods within the United States, the Railway Express Agency has achieved a special position in foreign trade by its shipments by air express. Many of the companies let the Railway Express handle the shipments completely, including the issuing of the Railway Express (instead of the airline's) airwaybill (*see* Air *headings*). Shipments can be made prepaid, C. O. D., or collect. (*See* Air express.) International air express was inaugurated on August 1, 1934, under an agreement amended as of January 1, 1943, between Railway Express Agency and Pan American Airways which designates the Railway Express Agency as agent of Pan American Airways in the pickup and delivery, issuance of airwaybills, collection and settlement of charges, promotion of business, and so forth, for traffic destined to or received from designated points outside of continental United States.

Range. The term used in a ship charter (*see* Charter *headings*) for the field of the ship's operations under the charter. It is the designation of a geographical territory: for example, "United Kingdom-France range." It means that the charterer pays the same rates whether the vessel proceeds to a port in the United Kingdom or France. In some cases, the range may designate two or three ports only, or a country and a port, but in each case the range limits the area covered and at the same time includes the geographical territory named.

Rate, berth. *See* Berth freight rate.

Rate, bound. Rates of duty specified in tariff treaties which do not deviate from those contained in the tariff itself. The reason for including such rates is to prevent their increase during the terms of the treaty, thereby "binding" them to the treaty and to the tariff. (*See* Agreements, reciprocal trade.)

Rate cards. The cards of a transporta-

tion company setting forth its rates. Also issued by freight forwarders, cable companies, insurance companies and their agents, and so on. (*See* Rate sheet.)

Rate, current. *See* Current rate.

Rate, current, (for) sight draft. *See* Draft at sight, at current rates.

Rate (of) exchange. *See* Exchange rate.

Rate, free market. The free, prevailing rate, in contrast to the legal, official rate.

Rate, freight. *See* Freight rates.

Rate, insurance. *See* Insurance rates.

Rate, legal. The official rate, in contrast to the free market rate.

Rate, legal, exchange. *See* Exchange, legal rate.

Rate, official. The legal rate, in contrast to the free market rate.

Rate, preferential railroad. *See* Railroad export rate; Preferential transportation rates; Preferential railroad rates.

Rate, preferential transportation. *See* Preferential transportation rates; Preferential railroad rates; Freight, deferred rebates.

Rate sheet. A list of the various foreign freight rate charges for different kinds of cargoes or goods, published or issued by transportation services such as air lines and steamship companies. They are generally issued, however, only for information purposes, and not binding, so that actual rates have to be ascertained from and confirmed by the steamship company or agent.

Rates, charter. *See* Charter rates.

Rates, drawback. *See* Drawback, general rates.

Rates, tariff. The rates of duty established by the tariff.

Rates, wholesale, foreign exchange. *See* Foreign exchange, wholesale rates.

Rating, credit. *See* Credit rating.

Rating, ship. *See* Vessel rating.

Ratio of exchange (international). The ratio in which the goods of one country exchange for goods in other countries. If, for example, one country produces wheat and another cotton, both products being the objects of exchange (import and export) between the two countries, the ratio of exchange is the answer to the question of how many units of cotton will be exchanged for one unit of wheat.

Ratio (of) export. *See* Export ratio.

Ratio of international exchange. *See* Ratio of exchange (international).

Raw materials. While this term can apply to many things and even to a large number of manufactured articles (such as flour or dyes), it is generally used to designate the actual and immediate products of agriculture, forestry, and mining. It includes, therefore, metals and minerals, fuel, vegetable foods, fruits and nuts, animal foods, beverages (tea, coffee, and cocoa), spices, plant juices, oils and fats, leather and tanning material, timber, wood, fibers, and natural dyes. Raw materials are generally shipped and marketed in bulk, and their individual producer is usually unknown. (*See* Crude; Semi-crude materials; Bulk.)

Certain raw products, particularly in the foodstuffs group, entering into immediate consumption, do not present so steady a demand as the raw materials for industry. These are usually not controlled as to ownership of sources of supply, through large-scale purchase or by purchase contracts, but are bought as the domestic market dictates or as a need for them appears. Here the cable and the broker play an important role. Millions of dollars are spent each year by importers in cable tolls and brokers' commissions in locating and purchasing supplies of such products. The items include a long list of tropical products entering into our import trade. In some cases the demand is more steady than in others. Where it is reasonably steady, foreign sales

agents or importers in the United States specialize in certain single commodities or allied groups of commodities. Sugar plantations abroad may thus contract for the sale of part or all of a season's output to a single American refinery. Coffee importers may supply a group of roasters with several months' supply at a time. Chocolate manufacturers may buy huge quantities of cocoa beans under one contract, and chain-store representatives may send their tea buyers to London or the Far East to buy, either at auction or straight sale, from samples there displayed. Hide and wool merchants may send traveling buyers to Argentina, Australia, and the Near East to select the types and quantities they desire. In every instance, the transactions are effected on the basis of contract for definitely limited supplies. (*See* Staples; Imports, *heading:* "Control.")

Raw materials, collection of. Many raw materials, especially those which are not grown or produced but exist in a wild state, are collected individually by persons or groups of persons who make it their business to acquire in their own country stocks of certain materials for export (such as rubber or forest-grown fibers). In the same way, many grown and cultivated or otherwise produced raw materials are collected by dealers in these products who in turn sell them for export (for example, jute and coffee). The smaller the individual producer, the greater the difficulties of inland transportation, the more important the role of the collectors of such products. (*See* Collector (of) raw materials.)

Raw materials, contract. Raw materials, when not sold privately, that is, on the basis of private sale transactions or private sale agreements or contracts, are sold by auction. The auction (or exchange) has its own standard forms for individual contracts (*see* Exchanges; Auction). Certain raw materials are sold both privately and by auction, and in different countries various methods exist for the sale (private or auction) of their imported raw materials.

Raw materials control. *See* Imports.

Raw materials, development. *See* Resources, development abroad.

Raw materials, grading. *See* Grading (of) goods and materials.

Raw products. *See* Raw materials.

Raw products, development abroad. *See* Resources, development abroad.

Raw silk exchange. *See* Commodity exchange, futures contract, silk, raw.

Razon Social. Firm name. *See* Corporation.

Real tare. *See* Tare, actual.

Reappraisement. (*See* Appraisement *headings.*) Reappraisement in the United States, according to the Customs Regulations, can be demanded by the Collector of Customs if he considers the value at which importations have been appraised too low; by an American manufacturer, producer, or wholesaler who believes that the appraised value of any imported (by a competitor) merchandise of a class or kind produced, or sold at wholesale by him, is too low; or by the importer or his agent, because he considers appraisal values too high. (*See* Protest, importer's (Customs).)

Rebate, deferred freight. *See* Freight, deferred rebates.

Receipt. A written confirmation that an obligation has been fulfilled, and an acknowledgment of the fulfillment.

Receipt, dock. *See* Dock receipt; Steamer documents, outgoing and incoming.

Receipt, mate's. *See* Mate's receipt.

Receipt, parcel. *See* Parcel receipt; Postal receipt.

Receipt, ship's. *See* Ship's receipt.

Receipt, trust. *See* Trust receipt.

Receipt, warehouse. *See* Warehouse receipt.

Received for shipment. *See* Bill of lading, ocean; Dock receipt.

Received tare. *See* Tare, received.

Recipient. He who receives; the consignee, importer, and the like.

Reciprocal. *See* Reciprocity.

Reciprocal consignment. *See* Consignment, reciprocal.

Reciprocal trade agreements. *See* Agreements, reciprocal trade.

Reciprocal treaties. *See* Agreements, reciprocal trade.

Reciprocity. The words *reciprocal* and *reciprocity* have been used in at least three senses:

(1) In American usage prior to 1934, in conformity with the policy of conditional most-favored-nation treaties which prevailed into the 1920's, reciprocal agreements usually meant *exclusive* concessions exchanged between two countries—in contrast to the commercial treaties of European countries whose concessions were regularly extended to many or all other countries. Some opponents of the current trade agreement program have argued that they would favor true reciprocity agreements, using the word in this older and more restricted sense.

(2) Currently, and more generally, *reciprocal concessions* or *reciprocal trade agreements* are understood to mean the exchange of concessions (assumed to be at least roughly equal or equivalent) between two countries, with no implication that the concession would remain exclusive to the other country. The current agreements contain many obligations assumed identically, but their most conspicuous feature is the listing of tariff concessions on the two sides. As the countries export and import different articles, the lists are commonly completely different. The concessions made by the United States under these agreements are extended to all countries with which the United States is on a most-favored-nation basis and hence are not the exclusive concessions called for by the older definition of reciprocity.

(3) Occasionally the words *reciprocal* and *reciprocity* have been used to indicate the exchange of identical concessions, as in the rare cases in which two countries have agreed that the same rates of duties on the same articles should prevail, or that the same lists of articles should be exchanged freely between both.

Reciprocity agreements. *See* Agreements, reciprocal trade.

Reciprocity information committee. The Committee for Reciprocity Information was created by Executive Order 6750, issued June 27, 1934, pursuant to section 4 of the Trade Agreements Act of June 12, 1934, which provides in part that, before a trade agreement is concluded with any foreign government, interested persons shall have an opportunity to present their views to the President or to such agency as the President may designate. The Committee for Reciprocity Information was created as such an agency. The Committee functions under the direction of the Secretary of State, who designates from the membership of the Committee the Chairman thereof. The Committee is composed of representatives of the Departments of State, Treasury, Agriculture, Commerce, War, and Navy, and the United States Tariff Commission. The Chairman of the Committee is the Vice Chairman of the Tariff Commission, and all the members of the Committee are also members of the Committee on Trade Agreements. (*See* Agreements, reciprocal trade; Reciprocity.)

The Committee's work is primarily concerned with receiving and disseminating throughout the trade agreements organization the information and views presented by inter-

ested persons in regard to a trade agreement in process of negotiation or with respect to completed trade agreements or any other aspect of the trade agreements program. As occasion warrants, the Committee arranges for informal conferences with interested persons.

Before each trade agreement is completed, the Committee conducts public hearings at which interested persons may appear and present their views.

Reconstruction Finance Corporation. The enactment creating the Corporation authorized it to extend financial assistance to agriculture, commerce, and industry, through direct loans to banks, trust companies, building and loan associations, insurance companies, mortgage-loan companies, and various agricultural credit agencies. Loans were also authorized to closed banks to aid in their reorganization or liquidation and, upon approval of the Interstate Commerce Commission, to railroads or receivers of railroads to provide temporary financial assistance. The original enactment also authorized the Corporation to accept drafts and bills of exchange drawn upon it arising from the sale of agricultural or other products to buyers in *foreign markets.* The RFC Act authorized the Corporation to issue, within stated limits as to aggregate amount, its notes, debentures, bonds, or other obligations. Such obligations are fully guaranteed, both as to principal and interest, by the United States. The limitation upon the aggregate amount of such obligations which the Corporation may have outstanding at any one time has been variously increased and decreased by subsequent legislation. Some of such authorizations affect the borrowing authority available for general purposes and some the borrowing authority available for specific purposes.

Through amendatory and supplemental legislation, the Corporation was authorized to undertake a wide range of other activities.

Under its authority, the Reconstruction Finance Corporation created several war subsidiary corporations, four of which, Rubber Reserve Company, Metals Reserve Company, Defense Plant Corporation, and Defense Supplies Corporation, were consolidated into the RFC following the cessation of hostilities. Other war subsidiaries created or organized but not merged with the RFC are War Damage Corporation, Rubber Development Corporation, and U. S. Commercial Company.

The RFC is continuing to purchase under existing contracts some critical and strategic minerals, metals, and other materials in short supply and is also continuing to fulfill its obligations to buy natural rubber under international agreements for allocation and sale to producers and to retain the balance for a permanent stockpile. The Corporation is assisting the military authorities in connection with commercial transactions and operations in countries where conditions are such that unassisted private trade is not feasible. The majority of these transactions involve imports to the United States and consequently represent foreign trade. If not extended, activities of the Corporation will cease on June 30, 1947.

Recourse. From the Latin *recurrere* (*re*, "back"; *currere*, "to run"). (*See* Exchange, buying of.) An obligation, if not met, goes back to whoever may be liable for its payment, besides the person who did not meet it when due. (*See* Credit, authority (to) purchase.) Therefore, the addition "without recourse" on a negotiable instrument protects the endorser (who has signed below these words) from any liability in case the paper is not honored when

due (*see* Draft, discounting without recourse).

Recourse, without. *See* Recourse; Draft, discounting without recourse.

Reductions (of) duty. *See* Agreements, reciprocal trade.

Re-entry. *See* Drawback; Certificate, consular, returned American products; Repairs abroad; Films, moving picture, re-entry; Educational exports, returned; Scientific exports; Exhibition exports.

Re-export trade. Many exports of commercial countries consist in reality of the re-exportation of merchandise originally imported from abroad (both from colonies and dominions and from foreign countries). (*See* Free port.)

Re-exporting. *See* Re-export trade.

Refining warehouse. *See* Warehouse. *See* Warehouse, bonded.

Refrigerated cargo. The cargo is refrigerated and so carried.

Refund, drawback tax. *See* Drawback tax refund.

Refused payment. *See* Payment, refused.

Register, commercial. A register in which must be entered the names of all persons or firms who do business (merchants) in a country where such registration is demanded by law.

Register (of) Shipping. *See* Lloyd's Register of Shipping.

Register ton. *See* Tonnage, measurement; Ton, register.

Registered tonnage. *See* Tonnage, register.

Registering (of) ship. *See* Vessel registry; Lloyd's.

Registering (of) steamer. *See* Vessel registry.

Registration, commercial. *See* Register, commercial.

Registration (of) copyright. *See* Copyright.

Registration (before) exportation. *See* Repairs abroad; *see specimens, pages 918–919.*

Registration (as) merchant. *See* Register, commercial.

Registration (of) trade-mark. *See* Trade-mark.

Registry certificate. *See* Certificate (of) registry; *see specimens, pages 914–917.*

Registry, provisional, (of) vessel. *See* Vessel, provisional register.

Registry (of) ship. *See* Vessel registry; Certificate (of) registry.

Registry (of) steamer. *See* Vessel registry; Certificate (of) registry.

Registry, vessel. *See* Vessel registry; Certificate (of) registry.

Regular warehouse. *See* Warehouse, regular.

Regulations, air shipments. *See* Air Transportation Convention.

Regulations (of) Customs. *See* Customs regulations.

Regulations, quarantine. *See* Quarantine regulations.

Regulations, sea shipments. *See* Bill of Lading, United States law (on).

Reimbursement credit. *See* Letter (of) credit, reimbursement.

Release (of) cargo. *See* Cargo release.

Release, Customs. *See* Entry release.

Relief (from) duty. *See* Duty, relief (from).

Remittance. Remittances can be made (in foreign trade) in many ways: for example, by drafts, by mail, or by cable, and also by international postal orders (*see* Draft; Draft, cable; Bank, foreign remittances; Thos. Cook and Son; American Express Company).

Renewable credit. *See* Letter of credit, revolving.

Repairs abroad. Any article exported from the United States for repairs or alterations may be returned upon the payment of a duty upon the value of such repairs or alterations, which includes any restoration, change, addition, renovation, cleaning, or other treatment which does not destroy the identity of the article exported or create a new, different article (*see specimens, page 803*). It requires

registration before exportation and also applies to equipment, repair parts, and repairs on vessels (*see specimen, pages 918–919*). Such entry covers not only equipment and spare parts purchased for, but also repairs made in, a foreign country upon an American vessel. (*See* Customs entry, *heading:* "Entry of equipment and repairs to vessel.")

Repartition. Applied to devisen (foreign exchange), it means the distribution of foreign money or valuta in accordance with definite regulations.

Report, captain's. *See* Captain's report.

Report, cargo. *See* Vessel cargo report.

Representative, buying and selling. *See* Agent, exclusive, buying (selling).

Representative, manufacturers'. This official performs the same functions as a manufacturer's sales agent, but the term *representative* is used in order to avoid the legal implications associated with the term *agent.* The manufacturers' representative is the direct representative of the United States manufacturer in making sales abroad. He may be located either in this country or, as is usually the case, in the foreign country where he operates. He sells the manufacturer's products on a commission basis, shipments commonly being made to the actual customer, who remits direct to the manufacturer, out of which payments the representative obtains his commission. Usually the representative's rights and obligations are enumerated in a contract with the manufacturer. He may either have the exclusive right to represent a manufacturer within a certain territory, or the manufacturer may operate through several manufacturer's representatives in a given market. (*See* Agent, foreign, manufacturers'; Manufacturer's agent.)

Representative, sales. (*See* Agent, commission.) A representative who sells on a commission basis for the exporter or the manufacturer, and who does not have the power otherwise to act in place of the exporter or the manufacturer.

Repudiated draft. *See* Draft, dishonored.

Required documents. *See* Documents required.

Reserve, bank. The proportion of actual cash (or liquid values) to deposits which is available to meet such deposits if they were to be withdrawn.

Reserve, gold. *See* Gold reserves.

Reserve, liquid. The sum of monies or currencies at all times available at a banking institute to meet payments. This includes such bonds or other negotiable papers as can always be used as collateral at the country's treasury (or national bank). (*See* Funds, liquid.)

Resident agent. *See* Agent, foreign (resident abroad).

Resources. In a commercial sense, possible sources of revenue (in a country). (*See* Primary resources.)

Resources, development abroad. It is often in the interest of a nation to contribute, by money or services, or by actual organization or management, to the active development and economic exploitation of another country's native resources. (*See* Imports, *heading:* "Control.") These resources may include materials which are badly needed as imports by the developing country and which can be better and more economically produced if outside interests manage their production (such as rubber, bananas, or copper); and, again, it may be to the interest of the developing country to help in the furtherance of a country's native resources in order to create revenue (exchange) that will make it possible to sell its own products, that is, the developer's products, to the inhabitants, who then become importers (*see* Purchasing power).

Responsibilities and liabilities (of) carrier and ship. Under every contract of carriage of goods by sea, the carrier in relation to the loading, handling, stowage, carriage, custody, care, and discharge of such goods, is subject to the provisions regarding responsibilities and liabilities and rights of carrier and ship, shipowner and master, contained in the Navigation Laws of the United States in general and the Carriage of Goods by Sea Act in particular. (*See* Bill of lading, unification; Bill of lading, United States law (on).) The following are excerpts from the Carriage of Goods by Sea Act:

Bills of Lading Subject to Act. APR. 16, 1936 (*46 U. S. C. 1300*). Every bill of lading or similar document of title which is evidence of a contract for the carriage of goods by sea to or from ports of the United States, in foreign trade, shall have effect subject to the provisions of this Act.

Definitions. APR. 16, 1936, sec. 1 (*46 U. S. C. 1301*). When used in this Act—

(a) The term "carrier" includes the owner or the charterer who enters into a contract of carriage with a shipper.

(b) The term "contract of carriage" applies only to contracts of carriage covered by a bill of lading or any similar document of title, insofar as such document relates to the carriage of goods by sea, including any bill of lading or any similar document as aforesaid issued under or pursuant to a charter party from the moment at which such bill of lading or similar document of title regulates the relations between a carrier and a holder of the same.

(c) The term "goods" includes goods, wares, merchandise, and articles of every kind whatsoever, except live animals and cargo which by the contract of carriage is stated as being carried on deck and is so carried.

(d) The term "ship" means any vessel used for the carriage of goods by sea.

(e) The term "carriage of goods" covers the period from the time when the goods are loaded on to the time when they are discharged from the ship.

Responsibilities and Liabilities of Carrier and Ship

APR. 16, 1936, sec. 3 (*46 U. S. C. 1303*). (1) The carrier shall be bound, before and at the beginning of the voyage, to exercise due diligence to—

(a) Make the ship seaworthy;

(b) Properly man, equip, and supply the ship;

(c) Make the holds, refrigerating and cooling chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage, and preservation.

(2) The carrier shall properly and carefully load, handle, stow, carry, keep, care for, and discharge the goods carried.

(3) After receiving the goods into his charge the carrier, or the master or agent of the carrier, shall, on demand of the shipper, issue to the shipper a bill of lading showing among other things—

(a) The leading marks necessary for identification of the goods as the same are furnished in writing by the shipper before the loading of such goods starts, provided such marks are stamped or otherwise shown clearly upon the goods if uncovered, or on the cases or coverings in which such goods are contained, in such a manner as should ordinarily remain legible until the end of the voyage.

(b) Either the number of packages or pieces, or the quantity or weight, as the case may be, as furnished in writing by the shipper.

(c) The apparent order and condition of the goods: *Provided*, That no carrier, master, or agent of the carrier, shall be bound to state or show in the bill of lading any marks, number, quantity, or weight which he has reasonable ground for suspecting not accurately to represent the goods actually received, or which he has had no reasonable means of checking.

(4) Such a bill of lading shall be prima facie evidence of the receipt by the carrier of the goods as therein described in accordance with paragraphs (3) (a), (b), and (c), of this section:

Provided, That nothing in this act shall be construed as repealing or limiting the application of any part of the act, as amended, entitled "An act relating to bills of lading in interstate and foreign commerce", approved August 29, 1916 (U. S. C., title 49, secs. 81–124), commonly known as the "Pomerene Bills of Lading Act."

(5) The shipper shall be deemed to have guaranteed to the carrier the accuracy at the time of shipment of the marks, number, quantity, and weight, as furnished by him; and the shipper shall indemnify the carrier against all loss, damages, and expenses arising or resulting from inaccuracies in such particulars. The right of the carrier to such indemnity shall in no way limit his responsibility and liability under the contract of carriage to any person other than the shipper.

(6) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, such removal shall be prima facie evidence of the delivery by the carrier of the goods as described in the bill of lading. If the loss or damage is not apparent, the notice must be given within three days of the delivery.

Said notice of loss or damage may be endorsed upon the receipt for the goods given by the person taking delivery thereof.

The notice in writing need not be given if the state of the goods has at the time of their receipt been the subject of joint survey or inspection.

In any event the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered: *Provided*, That if a notice of loss or damage, either apparent or concealed, is not given as provided for in this section, that fact shall not affect or prejudice the right of the shipper to bring suit within one year after the delivery of the goods or the date when the goods should have been delivered.

In the case of any actual or apprehended loss or damage the carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods.

(7) After the goods are loaded the bill of lading to be issued by the carrier, master, or agent of the carrier to the shipper shall, if the shipper so demands, be a "shipped" bill of lading: *Provided*, That if the shipper shall have previously taken up any document of title to such goods, he shall surrender the same as against the issue of the "shipped" bill of lading, but at the option of the carrier such document of title may be noted at the port of shipment by the carrier, master, or agent with the name or names of the ship or ships upon which the goods have been shipped and the date or dates of shipment, and when so noted the same shall for the purpose of this section be deemed to constitute a "shipped" bill of lading.

(8) Any clause, covenant, or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to or in connection with the goods, arising from negligence, fault, or failure in the duties and obligations provided in this section, or lessening such liability otherwise than as provided in this act, shall be null and void and of no effect. A benefit of insurance in favor of the carrier, or similar clause, shall be deemed to be a clause relieving the carrier from liability.

Rights and Immunities

APR. 16, 1936, sec. 4 (*46 U. S. C. 1304*). (1) Neither the carrier nor the ship shall be liable for loss or damage arising or resulting from unseaworthiness unless caused by want of due diligence on the part of the carrier to make the ship seaworthy, and to secure that the ship is properly manned, equipped, and supplied, and to make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried fit and safe for their reception, carriage, and preservation in accordance with the provisions of para-

graph (1) of section 3. Whenever loss or damage has resulted from unseaworthiness, the burden of proving the exercise of due diligence shall be on the carrier or other persons claiming exemption under this section.

(2) Neither the carrier nor the ship shall be responsible for loss or damage arising or resulting from—

(a) Act, neglect, or default of the master, mariner, pilot, or the servants of the carrier in the navigation or in the management of the ship;

(b) Fire, unless caused by the actual fault or privity of the carrier;

(c) Perils, dangers, and accidents of the sea or other navigable waters;

(d) Act of God;

(e) Act of war;

(f) Act of public enemies;

(g) Arrest or restraint of princes, rulers, or people, or seizure under legal process;

(h) Quarantine restrictions;

(i) Act or omission of the shipper or owner of the goods, his agent or representative;

(j) Strikes or lockouts or stoppage or restraint of labor from whatever cause, whether partial or general: *Provided*, That nothing herein contained shall be construed to relieve a carrier from responsibility for the carrier's own acts;

(k) Riots and civil commotions;

(l) Saving or attempting to save life or property at sea;

(m) Wastage in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of the goods;

(n) Insufficiency of packing;

(o) Insufficiency or inadequacy of marks;

(p) Latent defects not discoverable by due diligence; and

(q) Any other cause arising without the actual fault and privity of the carrier and without the fault or neglect of the agents or servants of the carrier, but the burden of proof shall be on the person claiming the benefit of this exception to show that neither the actual fault or privity of the carrier nor the fault or neglect of the agents or servants of the carrier contributed to the loss or damage.

(3) The shipper shall not be responsible for loss or damage sustained by the carrier or the ship arising or resulting from any cause without the act, fault, or neglect of the shipper, his agents, or his servants.

(4) Any deviation in saving or attempting to save life or property at sea, or any reasonable deviation shall not be deemed to be an infringement or breach of this act or of the contract of carriage, and the carrier shall not be liable for any loss or damage resulting therefrom: *Provided, however*, That if the deviation is for the purpose of loading or unloading cargo or passengers it shall, prima facie, be regarded as unreasonable.

(5) Neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with the transportation of goods in an amount exceeding $500 per package lawful money of the United States, or in case of goods not shipped in packages, per customary freight unit, or the equivalent of that sum in other currency, unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading. This declaration, if embodied in the bill of lading, shall be prima facie evidence, but shall not be conclusive on the carrier.

By agreement between the carrier, master, or agent of the carrier and the shipper another maximum amount than that mentioned in this paragraph may be fixed: *Provided*, That such maximum shall not be less than the figure above named. In no event shall the carrier be liable for more than the amount of damage actually sustained.

Neither the carrier nor the ship shall be responsible in any event for loss or damage to or in connection with the transportation of the goods if the nature or value thereof has been knowingly and fraudulently misstated by the shipper in the bill of lading.

(6) Goods of an inflammable, explosive, or dangerous nature to the shipment whereof the carrier, master or agent of the carrier has not consented

with knowledge of their nature and character may at any time before discharge be landed at any place or destroyed or rendered innocuous by the carrier without compensation, and the shipper of such goods shall be liable for all damages and expenses directly or indirectly arising out of or resulting from such shipment. If any such goods shipped with such knowledge and consent shall become a danger to the ship or cargo, they may in like manner be landed at any place or destroyed or rendered innocuous by the carrier without liability on the part of the carrier except to general average, if any.

Surrender of Rights and Immunities and Increase of Responsibilities and Liabilities

APR. 16, 1936, sec. 5 (*46 U. S. C. 1305*). A carrier shall be at liberty to surrender in whole or in part all or any of his rights and immunities or to increase any of his responsibilities and liabilities under this act, provided such surrender or increase shall be embodied in the bill of lading issued to the shipper.

The provisions of this act shall not be applicable to charter parties; but if bills of lading are issued in the case of a ship under a charter party, they shall comply with the terms of this act. Nothing in this act shall be held to prevent the insertion in a bill of lading of any lawful provision regarding general average.

Special Conditions

APR. 16, 1936, sec. 6 (*46 U. S. C. 1306*). Notwithstanding the provisions of the preceding sections, a carrier, master or agent of the carrier and a shipper shall, in regard to any particular goods be at liberty to enter into any agreement in any terms as to the responsibility and liability of the carrier for such goods, and as to the rights and immunities of the carrier in respect of such goods, or his obligation as to seaworthiness (so far as the stipulation regarding seaworthiness is not contrary to public policy), or the care or diligence of his servants or agents in regard to the loading, handling, stowage, carriage, custody, care, and discharge of the goods carried by sea: *Provided*, That in this case no bill of lading has been or shall be issued and that the terms agreed shall be embodied in a receipt which shall be a nonnegotiable document and shall be marked as such.

Any agreement so entered into shall have full legal effect: *Provided*, That this section shall not apply to ordinary commercial shipments made in the ordinary course of trade but only to other shipments where the character or condition of the property to be carried or the circumstances, terms, and conditions under which the carriage is to be performed are such as reasonably to justify a special agreement.

Agreement as to Liability Prior to Loading or After Discharge

APR. 16, 1936, sec. 7 (*46 U. S. C. 1307*). Nothing contained in this act shall prevent a carrier or a shipper from entering into any agreement, stipulation, condition, reservation, or exemption as to the responsibility and liability of the carrier or the ship for the loss or damage to or in connection with the custody and care and handling of goods prior to the loading on and subsequent to the discharge from the ship on which the goods are carried by sea.

Rights and Liabilities Under Other Enactment

APR. 16, 1936, sec. 8 (*46 U. S. C. 1308*). The provisions of this act shall not affect the rights and obligations of the carrier under the provisions of the Shipping Act, 1916, or under the provisions of sections 2481 to 4289, inclusive, of the Revised Statutes of the United States, or of any amendments thereto; or under the provisions of any other enactment for the time being in force relating to the limitation of the liability of the owners of seagoing vessels.

Discrimination Between Competing Shippers. APR. 16, 1936, sec. 9 (*46 U. S. C. 1309*). Nothing contained in this act shall be construed as permitting a common carrier by water to discriminate between competing shippers similarly placed in time and circum-

stances, either (a) with respect to their right to demand and receive bills of lading subject to the provisions of this act; or (b) when issuing such bills of lading, either in the surrender of any of the carrier's rights and immunities or in the increase of any of the carrier's responsibilities and liabilities pursuant to section 5, title I, of this act; or (c) in any other way prohibited by the Shipping Act, 1916, as amended.

Weight of Bulk Cargo. APR. 16, 1936, sec. 11 (*46 U. S. C. 1310*). Where under the customs of any trade the weight of any bulk cargo inserted in the bill of lading is a weight ascertained or accepted by a third party other than the carrier or the shipper, and the fact that the weight is so ascertained or accepted is stated in the bill of lading, then, notwithstanding anything in this act, the bill of lading shall not be deemed to be prima facie evidence against the carrier of the receipt of goods of the weight so inserted in the bill of lading, and the accuracy thereof at the time of shipment shall not be deemed to have been guaranteed by the shipper.

Liabilities Before Loading and After Discharge; Effect on Other Laws. APR. 16, 1936, sec. 12 (*46 U. S. C. 1311*). Nothing in this act shall be construed as superseding any part of the act entitled "An act relating to navigation of vessels, bills of lading, and to certain obligations, duties, and rights in connection with the carriage of property", approved February 13, 1893, or of any other law which would be applicable in the absence of this act, insofar as they relate to the duties, responsibilities, and liabilities of the ship or carrier prior to the time when the goods are loaded on or after the time they are discharged from the ship.

Scope of Act; "United States"; "Foreign Trade." APR. 16, 1936, sec. 13 (*46 U. S. C. 1312*). This Act shall apply to all contracts for carriage of goods by sea to or from ports of the United States in foreign trade. As used in this act the term "United States" includes its districts, territories, and possessions: *Provided, however*, That the Philippine Legislature may by law exclude its application to transportation to or from ports of the Philippine Islands. The term "foreign trade" means the transportation of goods between the ports of the United States and ports of foreign countries. Nothing in this act shall be held to apply to contracts for carriage of goods by sea between any port of the United States or its possessions, and any other port of the United States or its possessions: *Provided, however*, That any bill of lading or similar document of title which is evidence of a contract for the carriage of goods by sea between such ports, containing an express statement that it shall be subject to the provisions of this act, shall be subjected hereto as fully as if subject hereto by the express provisions of this act: *Provided further*, That every bill of lading or similar document of title which is evidence of a contract for the carriage of goods by sea from ports of the United States, in foreign trade, shall contain a statement that it shall have effect subject to the provisions of this act.

Suspension of Provisions by President. APR. 16, 1936, sec. 14 (*46 U. S. C. 1313*). Upon the certification of the Secretary of Commerce that the foreign commerce of the United States in its competition with that of foreign nations is prejudiced by the provisions, or any of them, of title I of this act, or by the laws of any foreign country or countries relating to the carriage of goods by sea, the President of the United States may, from time to time, by proclamation suspend any or all provisions of title I of this act for such periods of time or indefinitely as may be designated in the proclamation. The President may at any time rescind such suspension of title I hereof, and any provisions thereof which may have been suspended shall thereby be reinstated and again apply to contracts thereafter made for the carriage of goods by sea. Any proclamation of suspension or rescission of any such suspension shall take effect on a date named therein, which date shall be not less than ten days from the issue of the proclamation.

Any contract for the carriage of goods by sea, subject to the provisions of this act, effective during any period when title I hereof, or any part thereof, is suspended, shall be subject to all provisions of law now or hereafter applicable to that part of title I which may have thus been suspended.

Effective Date; Retroactive Effect. APR. 16, 1936, sec. 15 (*46 U. S. C. 1314*). This act shall take effect ninety days after the date of its approval; but nothing in this act shall apply during a period not to exceed one year following its approval to any contract for the carriage of goods by sea, made before the date on which this act is approved, nor to any bill of lading or similar document of title issued, whether before or after such date of approval in pursuance of any such contract as aforesaid.

Short Title. APR. 16, 1936, sec. 16 (*46 U. S. C. 1315*). This act may be cited as the "Carriage of Goods by Sea Act."

Liability of Owners, Masters, and Shippers. R. S. 4281 (*46 U. S. C. 181*). If any shipper of platina, gold, gold dust, silver, bullion, or other precious metals, coins, jewelry, bills of any bank or public body, diamonds, or other precious stones, or any gold or silver in a manufactured or unmanufactured state, watches, clocks, or timepieces of any description, trinkets, orders, notes, or securities for payment of money, stamps, maps, writings, title deeds, printings, engravings, pictures, gold or silver plate or plated articles, glass, china, silks in a manufactured or unmanufactured state, and whether wrought up or not wrought up with any other material, furs, or lace, or any of them, contained in any parcel, or package, or trunk, shall lade the same as freight or baggage, on any vessel, without at the time of such lading giving to the master, clerk, agent, or owner of such vessel receiving the same a written notice of the true character and value thereof, and having the same entered on the bill of lading therefor, the master and owner of such vessel shall not be liable as carriers thereof in any form or manner; nor shall any such master or owner be liable for any such goods beyond the value and according to the character thereof so notified and entered.

Loss by Fire. R. S. 4282 (*46 U. S. C. 182*). No owner of any vessel shall be liable to answer for or make good to any person any loss or damage which may happen to any merchandise whatsoever, which shall be shipped, taken in, or put on board any such vessel, by reason or by means of any fire happening to or on board the vessel, unless such fire is caused by the design or neglect of such owner.

Amount of Liability; Loss of Life or Bodily Injury. R. S. 4283 (*46 U. S. C. 183*). (a) The liability of the owner of any vessel, whether American or foreign, for any embezzlement, loss, or destruction by any person of any property, goods, or merchandise shipped or put on board of such vessel, or for any loss, damage, or injury by collision, or for any act, matter, or thing, loss, damage, or forfeiture, done, occasioned, or incurred, without the privity or knowledge of such owner or owners, shall not, except in the cases provided for in subsection (b) of this section, exceed the amount or value of the interest of such owner in such vessel, and her freight then pending.

(b) In the case of any seagoing vessel, if the amount of the owner's liability as limited under subsection (a) is insufficient to pay all losses in full, and the portion of such amount applicable to the payment of losses in respect of loss of life or bodily injury is less than $60 per ton of such vessel's tonnage, such portion shall be increased to an amount equal to $60 per ton, to be available only for the payment of losses in respect of loss of life or bodily injury. If such portion so increased is insufficient to pay such losses in full, they shall be paid therefrom in proportion to their respective amounts.

(c) For the purposes of this section the tonnage of a seagoing steam or motor vessel shall be her gross tonnage without deduction on account of engine

room, and the tonnage of a seagoing sailing vessel shall be her registered tonnage: *Provided*, That there shall not be included in such tonnage any space occupied by seamen or apprentices and appropriated to their use.

(d) The owner of any such seagoing vessel shall be liable in respect of loss of life or bodily injury arising on distinct occasions to the same extent as if no other loss of life or bodily injury had arisen.

(e) In respect of loss of life, or bodily injury, the privity or knowledge of the master of a seagoing vessel or of the superintendent or managing agent of the owner thereof, at or prior to the commencement of each voyage, shall be deemed conclusively the privity or knowledge of the owner of such vessel.

(f) As used in subsections (b), (c), (d), and (e) of this section and in section 4283 A, the term "seagoing vessel" shall not include pleasure yachts, tugs, towboats, towing vessels, tank vessels, fishing vessels or their tenders, self-propelled lighters, nondescript self-propelled vessels, canal boats, scows, car floats, barges, lighters, or nondescript non-self-propelled vessels, even though the same may be seagoing vessels within the meaning of such term as used in section 4289 of this chapter, as amended. (*Aug. 29, 1935, sec. 1; June 5, 1936, sec. 1.*)

Stipulations Limiting Time for Filing Claims and Commencing Suit. R. S. 4283 A (*46 U. S. C. 183b*). (a) It shall be unlawful for the manager, agent, master, or owner of any seagoing vessel (other than tugs, barges, fishing vessels and their tenders) transporting passengers or merchandise or property from or between ports of the United States and foreign ports to provide by rule, contract, regulation, or otherwise a shorter period for giving notice of, or filing claims for loss of life or bodily injury, than six months, and for the institution of suits on such claims, than one year, such period for institution of suits to be computed from the day when the death or injury occurred.

(b) Failure to give such notice, where lawfully prescribed in such contract, shall not bar any such claim—

(1) If the owner or master of the vessel or his agent had knowledge of the injury, damage, or loss and the court determines that the owner has not been prejudiced by the failure to give such notice; nor

(2) If the court excuses such failure on the ground that for some satisfactory reason such notice could not be given; nor

(3) Unless objection to such failure is raised by the owner.

(c) If a person who is entitled to recover on any such claim is mentally incompetent or a minor, or if the action is one for wrongful death, any lawful limitation of time prescribed in such contract shall not be applicable so long as no legal representative has been appointed for such incompetent, minor, or decedent's estate, but shall be applicable from the date of the appointment of such legal representative: *Provided, however*, That such appointment be made within three years after the date of such death or injury. (*Aug. 29, 1935, sec. 3.*)

Stipulations Limiting Liability for Negligence Invalid. R. S. 4283b (*46 U. S. C. 183c*). It shall be unlawful for the manager, agent, master, or owner of any vessel transporting passengers between ports of the United States or between any such port and a foreign port to insert in any rule, regulation, contract, or agreement any provision or limitation (1) purporting, in the event of loss of life or bodily injury arising from the negligence or fault of such owner or his servants, to relieve such owner, master, or agent from liability, or from liability beyond any stipulated amount, for such loss or injury, or (2) purporting in such event to lessen, weaken, or avoid the right of any claimant to a trial by court of competent jurisdiction on the question of liability for such loss or injury, or the measure of damages therefor. All such provisions or limitations contained in any such rule, regulation, contract, or agreement are hereby declared to be against public policy and shall be null

and void and of no effect. (*June 5, 1936, sec. 2.*)

Apportionment of Compensation. R. S. 4284 (*46 U. S. C. 184*). Whenever any such embezzlement, loss, or destruction is suffered by several freighters or owners of goods, wares, merchandise, or any property whatever, on the same voyage, and the whole value of the vessel, and her freight for the voyage, is not sufficient to make compensation to each of them, they shall receive compensation from the owner of the vessel, in proportion to their respective losses; and for that purpose the freighters and owners of the property, and the owner of the vessel, or any of them, may take the appropriate proceedings in any court, for the purpose of apportioning the sum for which the owner of the vessel may be liable among the parties entitled thereto. (*Feb. 27, 1877.*)

Transfer of Interest of Owner to Trustee. R. S. 4285 (*46 U. S. C. 185*). The vessel owner, within six months after a claimant shall have given to or filed with such owner written notice of claim, may petition a district court of the United States of competent jurisdiction for limitation of liability within the provisions of this chapter, as amended, and the owner (a) shall deposit with the court, for the benefit of claimants, a sum equal to the amount or value of the interest of such owner in the vessel and freight, or approved security therefor, and in addition such sums, or approved security therefor, as the court may from time to time fix as necessary to carry out the provisions of section 4283, as amended, or (b) at his option shall transfer, for the benefit of claimants, to a trustee to be appointed by the court his interest in the vessel and freight, together with such sums, or approved security therefor, as the court may from time to time fix as necessary to carry out the provisions of section 4283, as amended. Upon compliance with the requirements of this section all claims and proceedings against the owner with respect to the matter in question shall cease. (*June 5, 1936, sec. 3.*)

Charterer May Be Deemed Owner. R. S. 4286 (*46 U. S. C. 186*). The charterer of any vessel, in case he shall man, victual, and navigate such vessel at his own expense or by his own procurement, shall be deemed the owner of such vessel within the meaning of the provisions of this Title [*R. S. 4131–4305*] relating to the limitation of the liability of the owners of vessels; and such vessel, when so chartered, shall be liable in the same manner as if navigated by the owner thereof.

Remedies Reserved. R. S. 4287 (*46 U. S. C. 187*). Nothing in the six preceding sections [*R. S. 4282–4286*] shall be construed to take away or affect the remedy to which any party may be entitled, against the master, officers, or seamen for or on account of any embezzlement, injury, loss, or destruction of merchandise or property put on board any vessel, or on account of any negligence, fraud, or other malversation of such master, officers, or seamen, respectively, nor to lessen or take away any responsibility to which any master or seamen of any vessel may by law be liable, notwithstanding such master or seaman may be an owner or part owner of the vessel.

Shipping Inflammable Materials. R. S. 4288 (*46 U. S. C. 175*). Any person shipping oil of vitriol, unslacked lime, inflammable matches, or gunpowder, in a vessel taking cargo for divers persons on freight, without delivering, at the time of shipment, a note in writing, expressing the nature and character of such merchandise, to the master, mate, officer, or person in charge of the lading of the vessel, shall be liable to the United States in a penalty of $1,000. But this section shall not apply to any vessel of any description whatsoever used in rivers or inland navigation. See Act Aug. 26, 1935, *p. 47.*

Limitation of Liability of Owners of Vessels for Debts. JUNE 26, 1884, sec. 18 (*46 U. S. C. 189*). The individual liability of a shipowner shall be limited to the proportion of any or all debts and liabilities that his individual share of the vessel bears to the whole; and the

aggregate liabilities of all the owners of a vessel on account of the same shall not exceed the value of such vessel and freight pending: *Provided*, That this provision shall not affect the liability of any owner incurred previous to the passage of this act, nor prevent any claimant from joining all the owners in one action; nor shall the same apply to wages due to persons employed by said shipowners.

Vessels to Which Limitation of Owners Liability Applies. R. S. 4289 (*46 U. S. C. 188*). Except as otherwise specifically provided therein, the provisions of R. S. 4282, 4283, 4283-A, 4283-B, 4284, 4285, 4286, 4287, 4288, and of section 18 of the act entitled "An act to remove certain burdens on the American merchant marine and encourage the American foreign carrying trade and for other purposes", approved June 26, 1884 (23 Stat. 57; U. S. C., 1934 ed., title 46, sec. 189), shall apply to all seagoing vessels, and also to all vessels used on lakes or rivers or in inland navigation, including canal boats, barges, and lighters. (*June 5, 1936, sec. 4.*)

Harter Act. FEB. 13, 1893, sec. 1 (*46 U. S. C. 190*). It shall not be lawful for the manager, agent, master, or owner of any vessel transporting merchandise or property from or between ports of the United States and foreign ports to insert in any bill of lading or shipping document any clause, covenant, or agreement whereby it, he, or they shall be relieved from liability for loss or damage arising from negligence, fault, or failure in proper loading, stowage, custody, care, or proper delivery of any and all lawful merchandise or property committed to its or their charge. Any and all words or clauses of such import inserted in bills of lading or shipping receipts shall be null and void and of no effect.

Stipulations Relieving From Exercise of Due Diligence in Equipping Vessels

FEB. 13, 1893, sec. 2 (*46 U. S. C. 191*). It shall not be lawful for any vessel transporting merchandise or property from or between ports of the United States of America and foreign ports, her owner, master, agent, or manager, to insert in any bill of lading or shipping document any covenant or agreement whereby the obligations of the owner or owners of said vessel to exercise due diligence, properly equip, man, provision, and outfit said vessel, and to make said vessel seaworthy and capable of performing her intended voyage, or whereby the obligations of the master, officers, agents, or servants to carefully handle and stow her cargo and to care for and properly deliver same, shall in any wise be lessened, weakened, or avoided.

Limitation of Liability

FEB. 13, 1893, sec. 3 (*46 U. S. C. 192*). If the owner of any vessel transporting merchandise or property to or from any port in the United States of America shall exercise due diligence to make the said vessel in all respects seaworthy and properly manned, equipped, and supplied, neither the vessel, her owner or owners, agent, or charterers shall become or be held responsible for damage or loss resulting from faults or errors in navigation or in the management of said vessel nor shall the vessel, her owner or owners, charterers, agent, or master be held liable for losses arising from dangers of the sea or other navigable waters, acts of God, or public enemies, or the inherent defect, quality, or vice of the thing carried, or from insufficiency of package, or seizure under legal process, or for loss resulting from any act or omission of the shipper or owner of the goods, his agent or representative, or from saving or attempting to save life or property at sea, or from any deviation in rendering such service.

Bills of Lading To Be Issued; Contents

FEB. 13, 1893, sec. 4 (*46 U. S. C. 193*). It shall be the duty of the owner or owners, masters, or agent or any vessel transporting merchandise or property from or between ports of the United States and foreign ports to issue to shippers of any lawful merchandise a

bill of lading, or shipping documents, stating, among other things, the marks necessary for identification, number of packages, or quantity, stating whether it be carrier's or shipper's weight, and apparent order or condition of such merchandise or property delivered to and received by the owner, master, or agent of the vessel for transportation, and such document shall be prima facie evidence of the receipt of the merchandise therein described.

Penalties; Liens; Recovery

FEB. 13, 1893, sec. 5 (*46 U. S. C. 194*). For a violation of any of the provisions of this Act the agent, owner, or master of the vessel guilty of such violation, and who refuses to issue on demand the bill of lading herein provided for, shall be liable to a fine not exceeding $2,000. The amount of the fine and costs for such violation shall be a lien upon the vessel, whose agent, owner, or master is guilty of such violation, and such vessel may be libeled therefor in any district court of the United States, within whose jurisdiction the vessel may be found. One-half of such penalty shall go to the party injured by such violation and the remainder to the Government of the United States.

Limitations

FEB. 13, 1893, sec. 6. This Act shall not be held to modify or repeal sections 4281, 4282, and 4283 of the Revised Statutes of the United States, or any other statute defining the liability of vessels, their owners, or representatives.

Transportation of Live Animals

FEB. 13, 1893, sec. 7 (*46 U. S. C. 195*). Sections 1 and 4 of this Act shall not apply to the transportation of live animals.

General Libel Bond. R. S. 941 (*28 U. S. C. 754*). When a warrant of arrest or other process in rem is issued in any cause of admiralty jurisdiction, except in cases of seizures for forfeiture under any law of the United States, the marshal shall stay the execution of such process, or discharge the property arrested if the process has been levied, on receiving from the claimant of the property a bond or stipulation in double the amount claimed by the libelant, with sufficient surety, to be approved by the judge of the court where the cause is pending, or, in his absence, by the collector of the port, conditioned to answer the decree of the court, in such cause. Such bond or stipulation shall be returned to the court, and judgment thereon, against both the principal and sureties, may be recovered at the time of rendering the decree in the original cause. And the owner of any vessel may cause to be executed and delivered to the marshal a bond or stipulation, with sufficient surety, to be approved by the judge of the court in which he is marshal, conditioned to answer the decree of said court in all or any cases that shall thereafter be brought in said court against the said vessel, and thereupon the execution of all such process against said vessel shall be stayed so long as the amount secured by such bond or stipulation shall be at least double the aggregate amount claimed by the libelants in such suits which shall be begun and pending against said vessel; and like judgments and remedies may be had on said bond or stipulation as if a special bond or stipulation had been filed in each of said suits. The court may make such orders as may be necessary to carry this section into effect, and especially for the giving of proper notice of any such suit. Such bond or stipulation shall be indorsed by the clerk with a minute of the suits wherein process is so stayed, and further security may at any time be required by the court. If a special bond or stipulation in the particular cause shall be given under this section, the liability as to said cause on the general bond or stipulation shall cease: *Provided*, That the parties may stipulate the amount of the bond or stipulation for the release of a vessel or other property on libel in admiralty to be not more than the amount claimed in the libel, with interest, plus an allowance for libelant's costs: *Provided further*, That in the event of the inability or refusal of the parties to so stipulate the

amount of the bond, the court shall fix the amount thereof, but if not so fixed then a bond shall be required in the amount hereinbefore prescribed in this section. (*Mar. 3, 1899; Aug. 3, 1935, sec. 3.*)

Restraint (restriction) (of) trade. (*See* Quota *headings.*) The checking, curbing, or limiting of trade. The number and variety of trade-control measures in effect throughout the world is an outstanding and increasingly important factor in international trade. Further, the frequency with which these trade controls are changed or modified makes it necessary for the trader to keep up to date on regulations. These may take the form of quota or import-license restriction on a product, or an absolute prohibition of its importation, for a substantial period, or a temporary one resulting from the exhaustion of a quota. Indirect, but none the less effective, prohibitions often arise from the commercial policy of the importing country in the matter of balancing trade and consequent selective granting of exchange or import permits.

There are other trade barriers or trade-control measures, such as commercial treaties and preferential arrangements, monopolies or other centralized control of imports, sanitary requirements, quarantine regulations, patent or trade-mark laws, internal taxes and regulations insofar as they apply to imported goods, exchange controls, and compensatory trade requirements and possibilities.

(*For further details of methods to restrict trade and create trade barriers, see the various headings, such as, for example:* Export restrictions; Import restrictions; Export control; Import control; Dumping duty; Duty, ad valorem; Import duties; Preferential duties; Protective duty; License, import; Quota; Tariff, multiple; Quarantine regulations; Exchange restrictions; Exchange control; Foreign exchange fluctuation; Exchange clearing (agreement); Agreements, reciprocal trade; Compensation agreement. They are all causes or means of restricting trade.)

Restrictions, exchange. *See* Exchange restrictions.

Restrictions (of) exports. *See* Export restrictions.

Restrictions (of) imports. *See* Import restrictions.

Restrictions (of) trade. *See* Restraint (of) trade.

Retailer, abroad. A merchant who sells in small quantities or by single sales, and who, just as in the United States, is the eventual outlet of many items to the ultimate consumer.

Distribution through retailers abroad is a more intensive method than distribution through wholesalers or jobbers, but in principle it is essentially the same with the added risks inherent in greater distance and looser contact. Retailers either can be canvassed by salesmen of the manufacturer or exporter, or can be circularized by mail. As a rule, they stock in small quantities only merchandise for which there is a demand created either by the inherent character of the product itself or through consumer advertising. Products which lend themselves to wide consumer appeal, such as toilet articles, pharmaceuticals, patent medicines, packaged foods, and other goods usually sold through intensive advertising at home, can generally be sold through retailers abroad, if a certain amount of advertising is done in the dealer's country.

Retaliation (by) tariff. *See* Tariff, retaliatory.

Retaliatory tariff. *See* Tariff, retaliatory.

Returned goods from abroad. *See* Certificate, consular, returned American products; Drawback; Repairs abroad;

Films, moving picture, re-entry; Educational exports, returned; Re-entry. (*See specimens, pages 919–922.*)

Revenue duties. Duties designated for revenue, not for protection. Revenue duties are intended to provide funds for the operation of the government, and, in many countries, such duties are an important and sometimes even a major source of government revenue.

Revenue, national. The income from taxes, duties, and so forth, which a nation collects for national use.

Revenue officer. An officer whose duties are connected with the national revenue laws, collection of taxes, and allied activities.

Revenue tariff. A schedule of duties the collection of which interferes as little as possible with domestic trade and commerce. The tariff is established for the principal reason of raising revenue. (*See* Tariff, revenue.)

Revised foreign trade definitions, 1941. *See* Definitions, foreign trade, American.

Revocable letter of credit. *See* Letter of credit, revocable *headings.*

Revolving credit. *See* Letter of credit, revolving.

Revolving letter of credit. *See* Letter of credit, revolving.

Re-warehouse entry and withdrawal. *See* Entry; Customs entry.

Rider. An amendment, or addition, to a document, either added to the document itself or in separate form. In legislature, an additional clause attached or annexed to a bill while still in the course of passage. (*See* Insurance rider; *see specimens, pages 844–845.*)

Right (of) pre-emption. *See* Pre-emption, right of.

Rights and immunities (of) carrier and ship. *See* Responsibilities and liabilities (of) carrier and ship, *heading:* "Rights and Immunities."

Rights, shipowner's and charterer's. *See* Responsibilities and liabilities (of) carrier and ship, *heading:* "Rights and Immunities."

Rights, ship's. *See* Responsibilities and liabilities, carrier and ship, *heading:* "Rights and Immunities."

Ring. A combination of purchases and sales, during which a contract has been bought and sold, the last purchaser selling it again to the first seller. *Ring* is also the word used for a combination formed for the purpose of withholding the supplies of a commodity from other buyers or users in order to force up its price. The operations of a ring for this purpose are also called "cornering" of the market or commodity in which the ring tries to achieve higher prices by this means (*see* Corner).

Another meaning: the mechanics of trading in an exchange are "the ring," where trading is done by open outcry. (*See* Cotton exchange.)

In shipping, a *ring* is also called a *pool.* (*See* Shipping pool; Shipping ring.)

Risk, exchange rate. *See* Exchange rate risks.

Risk, foreign credit. *See* Insurance, credit, foreign.

Risk, foreign credit, relief (from). *See* Delcredere.

Risk, Lloyd's. *See* Lloyd's risks.

Risk (of) nonperformance. *See* Insurance (against) nonperformance.

Risk (of) quality. *See* Quality risk.

River tonnage. *See* Tonnage, coastwise.

Rockbottom. The very lowest (price), the price that is so low that it hits the very bottom.

Rotation. Return or succession of a regular series of units.

Roundtrip charter. *See* Charter, roundtrip.

Routes (of) trade. *See* Trade routes.

Routing. *See* Conditions (of) sale, *heading:* "Routing."

Rubber, crude, futures contract. *See*

Commodity exchange, futures contract, rubber, crude.

Rubber Development Corporation. Originally (1943) established to take over the Government's development and procurement of natural rubber, it is part of the Reconstruction Finance Corporation. (*See* Reconstruction Finance Corporation.)

Rubber Exchange, London. Rubber transactions are under control of the Bank of England, but persons and firms recommended by the London Rubber Trade Association may have dealings with buyers and sellers in any part of the world.

Rubber Reserve Company. The Rubber Reserve Company was created by the Reconstruction Finance Corporation (RFC). The Company was engaged in purchasing, warehousing, and distributing all crude rubber, guayule, cryptostegia, and balata imported into the United States; in purchasing, warehousing, and distributing the national supply of scrap rubber; and in developing and supervising the operation of facilities for the production of synthetic rubber.

Originally, the Company was managed by a board of directors, appointed by the Reconstruction Finance Corporation, and by officers and agents appointed by the Company. Later, it was consolidated into the RFC. (*See* Reconstruction Finance Corporation.) It was dissolved by act, approved June 30, 1945 (59 Stat. 310), and its functions, powers, duties, and authority were transferred to the Reconstruction Finance Corporation, effective July 1, 1945. (*See* Reconstruction Finance Corporation.)

Rules, arbitration. *See* Arbitration; Rules, spice.

Rules, spice. *See* Spice rules (arbitration).

Rules, York-Antwerp. *See* York-Antwerp rules.

Rummaging. The word used to describe the searching of a vessel by Customs officers for the purpose of checking the non-concealment of dutiable or prohibited goods.

Run (of) draft. The date on which time begins to count. (*See* Draft, time; Draft, sight, but not until after arrival of goods.)

Run-of-mine. The same as *tel quel*, or *tale quale*, or *as is*. In contracts where goods are so described, the buyer assumes the risk of quality (*see* Quality risk).

Running down clause. On a marine insurance policy, such a clause stipulates that if a vessel, the hull or cargo or both of which are insured, should collide with another vessel, and later be found by a court to have caused or to bear the fault of the collision, the underwriters will pay a part of the sum that the owners are condemned to pay for damages and legal costs.

S

Sailing vessel, bill of lading. *See* Bill of lading, sailing vessel.

Sailing vessel, tonnage. *See* Tonnage, sailing vessel; Ton, shipping.

Sale (by) auction. *See* Auction sale.

Sale conditions. *See* Conditions (of) sale.

Sale contract. *See* Contract (of) sale.

Sale, exchange. (*See* Exchange.) The exchange handles the sale of goods which are so reliably standardized and in such standard condition and form that they can be sought and bought in lots, by grade, weight, number, qualities, and quantities. (*See* Exchange, buying of.)

Sale of Goods Act. The Sale of Goods Act, passed by the British in 1893, still applies to many markets. (*See* Samples; Sales laws.)

Sale, private. A sale made between seller and buyer without outside bidding. (*See* Auction.)

Sale, terms (of). *See* Terms (of) sale.

Sales account. *See* Account Sales.

Sales Act. *See* Sale of Goods Act.

Sales confirmation. *See* Conditions (of) sale; Definitions, foreign trade, American.

Sales contract. The contract between buyer and seller, setting forth all details regarding both the merchandise sold and the price and terms of payment. (*See* Conditions (of) sale.)

Sales, export. Sales Information Reports are supplied by the Special Services and Intelligence Branch of the Office of International Trade of the Department of Commerce, and are designed to give the manufacturer or exporter a sufficient idea as to the past performances of foreign distributors along both financial and moral lines. While they do not recommend a definite credit limit (as do some credit reports from banks) nor state in detail the financial resources of the distributor (as do the reports of credit agencies), they do furnish a guide to the places where such information may be found. In addition, they indicate the nationality of the firm or individual; the number of sales outlets a distributor has; the number of salesmen employed; how the distributor functions; how long he has been in business; what foreign and United States firms he now represents; his capital and annual sales volume, which, taken together with the type of goods he handles, indicates his energy. The reports give opinions on the general moral and financial responsibility (from a number of foreign credit sources) of the foreign firm or individual.

Sales, import. As more and more countries conclude reciprocal trade agreements with the United States (*see* Agreements, reciprocal trade), new markets for foreign products in the United States are bound to develop. These products may include things which have never been imported before and are not necessarily competitive with goods produced in the United States. They may include products filling the demands of different levels of purchasing power not reached by domestic products. To find out what these products are, who produces them abroad, how they are sold, and what demand for them is likely to exist in the United States, is the general field of the import service of the Office of International Trade, Department of Commerce.

Sales laws. The sales laws are the laws of a country relating to sales. The importer and exporter should acquaint themselves with the sales laws of the countries in which they are do-

ing or intend to do business, both from a general point of view and with regard to the particular goods or materials they wish to buy or sell in such markets (*see* Sale of Goods Act).

Sales representative. *See* Representative, sales.

Sales stipulations. *See* Conditions (of) sale.

Sales terms. *See* Conditions (of) sale.

Salesman. The foreign trade salesman should be well equipped for his task. He should know not only the economic conditions of the country (or countries) he intends to visit, but also their past history and the language of the people with whom he intends to do business. The latter knowledge is necessary for two reasons: he should be able to understand fully all information he may be able to get, once in the country, by word of mouth or in writing, regarding the market and the potentialities or possibilities of the goods in which he is interested; second, he should show the foreign buyer that he has gone to the trouble, as a matter of policy and of courtesy, to study his language. Naturally, if the salesman is a native, employed by a foreign import house, the remarks made here do not apply; they are meant for the United States salesman who goes abroad. It is needless to say that it is necessary for such a salesman to be thoroughly acquainted with his merchandise, from every angle, for he will in most cases be a long way from home and must be able to answer many questions and meet many problems on the spot. If he does not have this knowledge, he will make a bad impression and probably not be very successful with his foreign prospect. He will not only have to be able to display complete acquaintance with the products that he is trying to sell, but he must also show initiative, ability, and adaptability to new conditions and new problems. As he will have to "mix" quite a lot with the customers whom he meets abroad, and also will have to make many decisions without referring back to his home office, he should be well able, both socially and from a business point of view, to meet both people and contingencies. His qualifications must of necessity include thorough knowledge of all foreign trade terms and their meanings, and shipping, as well as foreign financing technicalities and procedures.

The salesman's expenses can be financed in many ways: by giving him a draft on a bank or a customer (who has a debit balance with the home office, which is outstanding and not already covered by a negotiable instrument), or by a draft on the local office of a banking institution, or by a traveler's letter of credit (*see* Draft; Thos. Cook and Son; American Express Company; Letter of credit, traveler's). In some countries the foreign salesman must obtain a license and pay a license fee, which entitles him to travel for the purpose of selling his goods in the country. The foreign salesman, visiting the United States, may enter his samples, if they are valued at less than $500, by entering them on his baggage declaration instead of on a formal entry (*see* Baggage; Entry (of) goods), at the place of arrival in the same manner as passenger's baggage, by filing bond, and provided the descriptive list (if the value of the samples is over $100) is certified by an American consul or a certified invoice (*see* Invoice, certified) is furnished. The samples which are taken abroad by United States commercial travelers may be exported without formal entry, if prior to exportation an application is made (*see specimen, page 922*) and filed with the collector at the port of exportation. For such temporary exportation of commercial traveler's samples or col-

lections, the collector may waive examination at the time of exportation. If the samples are to be returned from a contiguous country in which a United States Customs officer is stationed, the articles may be presented to him with a duplicate copy of the application for examination and comparison with the descriptive list. The packages, after being examined, will then be corded and sealed, or forwarded in cars sealed by Customs officers; they are manifested in the same way as personal baggage. They are released and seals are removed, on arrival in the United States, by Customs officers. The Customs also have special regulations for commercial travelers' samples, as, for example, of raw cotton taken to and returned from Canada, as well as for samples to Great Britain and Ireland, under the State Department's reciprocal agreement (*see* Agreements, reciprocal trade; Sale, private; Samples).

Salvage. The term used for the saving of life and property from a wreck, and the word in that sense applies both to the act of saving as well as to the reward which is earned for effecting salvage. (*See* Salvage charges.) *Salvage* also indicates the remaining, useful part of anything destroyed (such as by fire) which has been "salvaged" or saved (*see* Insurance, constructive total loss).

Salvage charges. (*See* Salvage.) Charges which are awarded to salvors for saving property endangered in a maritime adventure.

Salvage value. The value of the goods salvaged (*see* Salvage).

Salvor. He salvages property. (*See* Salvage.)

Sample, auction. *See* Auction samples.

Sample collection. *See* Salesman.

Sample, commercial, salesman's. *See* Salesman.

Sample, general. The words *general sample* are used by the Customs to designate the composite of individual portions, for example, of wool or hair drawn from a sampling unit.

Sample, no value. *See* Sample without value.

Sample order. This is not an order based on a sample (*see* Sample, order as per), but an order for merchandise for the purpose of seeing a sample of what is offered for sale. Therefore, the buyer, instead of getting a free sample, orders and pays for his sample or his initial order.

Sample, order as per. An order for goods bought or sold on the basis of sample or samples shipped to or by the buyer. (*See* Import, as per sample.)

Sample shipment. *See* Sample order.

Sample without value. This is the description of samples, which must be so marked on the outside of the package or parcel containing them, which have no commercial value. They generally enter free of duty, unless the Customs find that they have value.

Sampler. Official taker of samples. (*See* Sampling *headings*.)

Samples. Samples play a very important part in foreign trade, where buyer and seller are far apart and often have to complete their transactions without actually seeing the merchandise itself. Samples of manufactured products, especially when displayed by salesmen (*see* Salesman) are in a different category from samples on the basis of which contracts are made or orders accepted and placed. It is for this reason that the exchanges, on which goods are sold on the basis of samples, wherever the latter is necessary or usage, have very strict rules and regulations regarding samples and the obligations of the seller with regard to the merchandise which is sold as per sample. The Sale of Goods Act says, with regard to samples: "In the case of contract sale by sample, there is an implied understanding:

(1) that the bulk shall correspond with the sample in quality; (2) that the buyer, when possible, shall have a reasonable opportunity of comparing the bulk with the sample; (3) that the goods shall be free from any defect rendering them unmerchantable which would not be apparent on reasonable examination of the sample." Where goods are available, and a sample taken actually from the stock stored and deliverable, the question of sampling is, of course, not so important as when goods are, for example, bought while overseas on the basis of sample shipped to the buyer. (*See* Sample, order as per.) For many imported materials, such as drugs, samples of the landed merchandise must generally be delivered before the buyer has to accept the goods. Whenever any standard grading, as, for example, for grains, is not sufficient for the buyer to be absolutely sure of what he will receive, buying on samples is necessary. This usage is common and general all over the world, and therefore only accentuates the importance of samples and the necessity of protecting buyers who make their purchases on the basis of the samples they have received and examined. (*See* Exchange; Auction.) In foreign trade, where samples often are sent from faraway shipping points, care must be taken that the samples chosen actually represent the goods offered, as the buyer, acting on the basis of the samples he has received, will not stand for changes or substitution when he buys materials or products to be shipped and delivered on the basis of samples submitted. The United States Customs permit examination of samples from a shipment, prior to entry, of perishable goods, while the Customs Service, the Food and Drug Administration, the Bureau of Animal Industry, and the Public Health Service, and other agencies of the United States may take samples of unladen (unloaded) merchandise for which entry has not been filed, though no official action is taken regarding them until entry has been filed. On the other hand, for appraisement purposes, samples of merchandise may be used for purposes of examination when such merchandise is commonly bought and sold by sample. Samples in packages of little or no commercial value are sent by the discharging inspector (when unlading the vessel) as soon as practicable to the appraiser's stores, and the same treatment is accorded samples of cargo which are to be the basis of the appraisement of a bulk shipment. (*See specimen, pages 700–701.*) Samples sent into the United States by mail are handled according to section 9 of the Customs Regulations (*see* Postal services).

Sampling. (*See* Samples; Sampling unit.) For imported ore, the United States Customs take a sample for the moisture test which is representative of the importation at the time the importation is weighed for Customs purposes. Representative commercial assay samples are taken and selected by the Customs officer for assay by the Customs laboratory, on the basis of whose assay the import entries are liquidated (that is, paid). (*See* Sampling, commercial.)

Sampling, commercial. When ore samples cannot be taken by the Customs, the importer must furnish the United States Customs with a verified commercial moisture sample and a prepared assay sample verified and certified to be representative of the importation at the time the importation was weighed for Customs purposes. These samples are sent to the Customs laboratory for analysis. Where no commercial samples have been taken, the Customs officer takes and sends to the Customs laboratory repre-

sentative samples from different parts of the importation. Buyers of many imported commodities demand sampling of their purchases, and detailed rules as to how this is to be carried out and certified are laid down for many items on commodity or produce exchanges. For example, the New York Produce Exchange prescribes for the sampling of soybean oil in barrels that:

the sampler shall draw samples from not less than 10 per cent of the barrels and state the mark and number of each barrel sampled in all cases. Samples must be drawn in such manner as to get a uniform sample and to prevent the introduction of any moisture and excess stearine, and each bucket and sample container used must be thoroughly clean and of not less than one quart capacity. The sampler must tag each sample, showing marks and location of the oil, and note on back of tag the number of each barrel sampled, and furthermore accompany each sample with signed certificate of following purport.

CERTIFICATE

I hereby certify that sample marked .....
hereby submitted was drawn by me from lot .....
located at .....
and that in drawing the sample I complied in every way with the requirements of the Produce Exchange rules, using absolutely clean utensils and drawing a fair and true sample carefully from barrels numbered .....
.....
.....
and which sample I consider a fair representation of the entire lot. The sample is tagged showing above marks and the number of each package broached.
..... day of ..... 19.....

.....
New York Produce Exchange
Licensed Weigher and Sampler

See Quality certificate; Sampling *headings.*

Sampling, composite. When an ore shipment is made up of lots, a composite sample is drawn for assay, provided this is feasible and assays of the individual lots are not necessary for tariff classification or appraisement or other Customs purposes. The composite sample consists of proportional parts, by weight, of the prepared sample drawn from the various lots represented, which are then thoroughly mixed.

Sampling unit. For Customs purposes, all the similar packages covered by one entry or withdrawal (*see* Withdrawal (of) goods) containing wool or hair of the same kind or same general condition and character, produced in the same country, packed in substantially the same manner, and entered as or found to be subject to the same rate of duty. (*See* Sample, general.)

Sanction. *Sanctions* are measures taken to assure or force observance of laws or submission.

Sanitary certificate. *See* Certificate, sanitary.

Sanitary statement. *See* Port sanitary statement (*see specimen, page 923*).

Sanitation of vessel. *See* Quarantine.

Scale, sliding. *See* Sliding scale.

Scaled turnover. *See* Turnover, scaled.

Schedule, Customs. The category of goods or their classification, as established by the Customs tariff, and, therefore, also the duties charged. (*See* Customs schedules.)

Schedule tare. *See* Tare, schedule.

Scheduled airline. *See* Airline, scheduled.

Scientific exports. Articles exported from the United States for scientific purposes and returned, must on entering show a certificate of exportation: a declaration made by the foreign shipper before the United States Consul stating that the articles were sent from the United States solely for temporary scientific or educational use and describing the use to which they

were put, and a declaration of the ultimate consignee. (*See specimen, page 922.*) (*See* Educational exports, returned.)

Scrip. A non-interest-bearing paper or obligation which cannot be used in the land in which it is issued. Scrips were funding bonds or obligations, for example, issued by Germany after the First World War, for reparations, debt payments, and so forth, and represented the interest payable on the German foreign debt, thus serving instead of currency transfers. The scrips were claims upon the national bank, but the latter would only allow or make transfer when exchange rates were favorable, so that their payment meant a loss to the dollar holder.

Sea bill of lading. *See* Bill of lading, ocean.

Sea damage. *See* Damage, sea shipments.

Sea, perils (of). *See* Perils (of the) sea.

Sea shipments, loss (of). *See* Damage, sea shipments; Responsibilities and liabilities, carrier and ship.

Sea stores. The spare equipment (anchor, chains, and the like) of a ship (*see* Stores, ship's).

Seal (of) Customs. The Customs seal of the United States, consisting of the national arms within a circle, is impressed upon all official documents requiring the impress of the seal: for example, marine documents, landing certificates, certificates of weight, gauge, or measure, and similar classes of documents for outside interests. It is not used for papers passing within the Customs Service. The Customs seal also is not used in the manner of a notary seal (to indicate authority to administer oaths).

Sealetter. A document given to a vessel, which, like a passport, serves in case of international difficulties or war, in place of or in addition to its certificate of registry (*see* Certificate (of) registry; Navicert).

Seaport shipment. *See* Shipment (from) seaport.

Seasonal fluctuations. (*See* Climate; Fluctuation.) *Seasonal fluctuations* are very important in foreign trade, from every point of view. They influence not only the production or collection of forest and agricultural products, but also fisheries and other food imports and exports. The fact that seasons are reversed in various parts of the world is also of great importance to exporters, especially those of clothing and other wearing apparel and heating or cooling equipment of every sort. Also in connection with transportation in the various parts of the world, climatic fluctuations (for example, the seasons, icebound rivers and lakes) are of great importance.

Seaworthy. Able to stand sea voyage, including stormy weather.

Second of exchange. The copy (or second) bill which replaces the *first of exchange* if the latter is still unpaid. (*See* First of exchange; Bill of exchange; *see specimen, page 790.*)

Secretary of Commerce. *See* Commerce Department.

Secretary of the Interior. *See* Interior Department, United States.

Secretary of State. *See* State Department, United States.

Secretary of the Treasury. *See* Treasury Department of the United States.

Securities and Exchange Commission. A regulatory and controlling commission supervising the sale of stocks and other securities, indirectly influencing the foreign trade balances of foreigners in this country in connection with their purchase of and investment in United States securities. The great confidence which the Commission has established in our market practices and in the securities themselves may help to create greater dollar funds, that is, funds which can be made liquid in United States dollars (*see* Liquid reserve) by foreign holders.

The Securities and Exchange Commission administers six statutes, and also has certain duties under Chapter X of the National Bankruptcy Act. Several of these statutes apply directly to transactions in foreign securities and American investments abroad. The Securities Act of 1933, for example, requires the registration of foreign as well as domestic securities offered for sale to the public. Registration involves adequate disclosure of material facts concerning the issuer whose securities are publicly offered and sold in interstate commerce or through the mails. It is the duty of this Commission, under the Securities Act, therefore, to require appropriate disclosure of all the facts relative to foreign entities, whether government or private, which may seek to obtain financial assistance in the United States through the public capital markets. The same disclosure, of course, likewise applies to American corporations which sell securities for the purpose of making investments abroad.

Another statute administered by the Commission that has a bearing on the regulation of postwar foreign investment is the Investment Company Act. Under this Act the Commission has substantial powers with respect to the registration and regulation of publicly held investment trusts and investment companies. Therefore, any acquisition of foreign securities by investment companies would be fully disclosed in the registration statements and reports which they file with the Commission.

The Securities Exchange Act of 1934 provides for the regulation of national securities exchanges and the over-the-counter market. In addition, the Act is designed to make available to the public information regarding the condition of corporations whose securities are listed on any national exchange. Accordingly, the listing of foreign securities upon national securities exchanges involves registration under the Securities Exchange Act and the furnishing of adequate information to protect the public who would acquire or trade in such securities.

Seed Act. The Federal Seed Act was passed on August 9, 1939, and became effective as to imported seed on February 9, 1940. The old Federal Seed Act, which applied to approximately 20 kinds of agricultural seeds in foreign commerce, was repealed by the new act, the provisions of which apply to approximately 225 kinds of agricultural and vegetable seeds. Annual importations of seeds admitted under the act have approximated roughly 75,000,000 pounds in recent years. The joint regulations of the Secretary of Agriculture and the Secretary of the Treasury apply to imported seed. Separate regulations applicable to imported seed will be found in the respective sections of the Rules and Regulations, February, 1946.

Seed export. *See* Tobacco export.

Seen or not seen. This clause is often employed to denote and confirm that the quality of goods is not guaranteed.

Segregated duties. *See* Packing, various duties.

Sell long. *See* Bull.

Sell short. *See* Bear.

Seller (of) draft. *See* Draft, seller of.

Seller's option. *See* Option, seller's.

Selling agent, exclusive. *See* Agent, exclusive, buying (selling).

Selling, co-operative. The combined selling of a product, article, or commodity. In international trade this can be agreed to and handled by a group of exporters of any given article or material who combine their export stocks for the purpose of selling them jointly, either selling the entire accumulated stock or distributing the resulting orders among the group of

co-operative sellers (*see* Quota; Cartel). Again, a group of importers can combine their purchases, or stocks they have purchased, for the purpose of selling them jointly and distributing orders or apportioning them. Both groups can do this for legitimate reasons, such as the sharing of sales expense, including possibly the dispatch of special salesmen and controlling prices; for example, in the United States, growers of oranges combine in selling their products cooperatively under one trade name ("Sunkist"). (*See* Co-operatives.) On the other hand, such a combination of sellers may also be created, both abroad and/or here, to force up prices by cornering a product (*see* Ring; Corner).

Selling, direct. Signifies that the foreign manufacturer or shipper sends out his own salesmen or maintains his own sales staff abroad.

Selling, indirect. If selling in foreign markets is done to or through export firms, agents, or representatives, or export associations or combination export managers, it is termed *indirect selling*.

Selling (by) mail. (*See* Postal services.) The mails can, of course, serve for all purposes of foreign trade, including the sale of merchandise. The mails are also useful for the sending of samples (*see* Samples).

Semi-crude materials. (*See* Crude.) Materials which are not in their crude state are only partly (or semi-) crude.

Semi-manufactured goods. Goods which are not wholly, but only partly (or semi-), manufactured. (*See* Wholly manufactured goods.)

S. en C. *See* Limited.

Serial. Something arranged in a row, or arranged in a series.

Serial letters. *A,B,C,D,E* or *M,N,O,P*, and so forth; letters arranged in series.

Serial numbers. 1,2,3,4,5 or 162, 163, 164, and so forth; numbers arranged in series.

Settlement, drawback. *See* Drawback settlement.

Settlement fund, gold. *See* Gold settlement fund.

Share certificate. The certificate showing that the holder is the owner of a share in a corporation (in the United States, *stock certificate*). (*See* Stock.)

Sherman Act (The Sherman Anti-Trust Act, 1890). This act forbids trusts and other combinations in restraint of trade. It applies to both the domestic and foreign trade of the United States, although certain exemptions have been granted, as regards export trade, in the Webb Act. (*See* Webb Act; Cartel.) Sections 1, 2, and 3 of the Sherman Act read:

SEC. 1. Every contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several States, or with foreign nations, is hereby declared to be illegal. Every person who shall make any such contract or engage in any such combination or conspiracy, shall be deemed guilty of a misdemeanor, and, on conviction thereof, shall be punished by fine not exceeding five thousand dollars, or by imprisonment not exceeding one year, or by both said punishments, in the discretion of the court.

SEC. 2. Every person who shall monopolize, or attempt to monopolize, or combine or conspire with any other person or persons, to monopolize any part of the trade or commerce among the several States, or with foreign nations, shall be deemed guilty of a misdemeanor, and, on conviction thereof, shall be punished by fine not exceeding five thousand dollars, or by imprisonment not exceeding one year, or by both said punishments, in the discretion of the court.

SEC. 3. Every contract, combination in form of trust or otherwise, or conspiracy, in restraint of trade or com-

merce in any Territory of the United States or of the District of Columbia, or in restraint of trade or commerce between any such Territory and another, or between any such Territory or Territories and any State or States or the District of Columbia, or with foreign nations, or between the District of Columbia and any State or States or foreign nations, is hereby declared illegal. Every person who shall make any such contract or engage in any such combination or conspiracy, shall be deemed guilty of a misdemeanor, and, on conviction thereof, shall be punished by fine not exceeding five thousand dollars, or by imprisonment not exceeding one year, or by both said punishments, in the discretion of the court.

As regards export trade, the Webb Act provides that nothing in the Sherman Act shall be construed as declaring to be illegal an export association or any agreement made or act done in the course of export trade by such association provided that such association, agreement, or act does not: (*a*) restrain trade within the United States; or (*b*) restrain the export trade of any domestic competitor or association; or (*c*) enhance or depress prices within the United States.

Sherman Anti-Trust Act. *See* Sherman Act; Cartel; Webb Act.

Ship. *See* Vessel *and* Steamer *headings for definitions in addition to those listed here.*

Ship arrest. The forceful taking of a ship and/or its cargo.

Ship berth. The place where a ship lies or is anchored.

Ship broker. A broker who negotiates the sale or the charter of ships between the buyer, charterer, or shipper and the shipowner, either independently or as agent for either of them. (*See* Charter *headings;* Broker.)

Ship, certificate of registry. *See* Certificate (of) registry; Vessel registry.

Ship chandler. A dealer in stores, groceries, small hardware, and so forth, used by ships.

Ship charter. *See* Charter *headings.*

Ship classification. *See* Vessels, classification of.

Ship clearance papers. *See* Vessel clearance.

Ship, coastwise. *See* Tonnage, coastwise.

Ship, discharge. *See* Cargo, discharge (of).

Ship dispatch. *See* Vessel clearance.

Ship documents. *See* Vessel documents; Papers, ship's.

Ship enrollment. *See* Enrollment (of) vessels.

Ship entrance. *See* Vessel entry.

Ship entry. *See* Vessel entry.

Ship equipment abroad. *See* Repairs abroad.

Ship, hold (of). The interior of a ship which holds the cargo; the space below deck in which the cargo is stowed and carried.

Ship hull. *See* Vessel hull; Vessel, rating; Tonnage, net; Ton, register; Moorsom system; Insurance, hull.

Ship inspection. *See* Vessel inspection.

Ship license. *See* Vessel, license.

Ship manifest. *See* Manifest, inward foreign; Manifest, outward foreign.

Ship, measurement (of). *See* Vessel, measurement of; Hull measurement; Moorsom system; Ton, register.

Ship mortgage. *See* Vessel mortgage.

Ship number. *See* Vessel number.

Ship, ocean-going. *See* Vessel, ocean-going; Vessels, classification (of).

Ship, operating costs. *See* Vessel, operating costs.

Ship option. *See* Option, ship's; Freight (by) measurement.

Ship papers. *See* Papers, ship's; Vessel documents.

Ship protest. *See* Protest (by) master; Protest (by) vessel; Insurance, loss.

Ship rating. *See* Vessel rating.

Ship register. *See* Vessel registry; Certificate of registry; Vessel register.

Ship registration. *See* Vessel registry;

Certificate of registry; Vessel register.

Ship registry. *See* Vessel registry.

Ship repairs, abroad. *See* Repairs, abroad.

Ship signal letters. *See* Vessel number.

Ship stores. *See* Stores, ship's.

Ship tonnage. *See* Tonnage; Ton, register.

Ship tons. *See* Tonnage; Ton, register.

Shipment (in) bond. *See* Bond, Customs.

Shipment, bulk. *See* Bulk.

Shipment, carload. *See* Carload, consolidated; Shipment, consolidated (carload); Bill of lading.

Shipment (on) consignment. *See* Consignment *headings.*

Shipment, consolidated (carload). Shipments or lots from various shipments which have been consolidated (*see* Freight forwarder) to make up a carload and thus benefit by carload rates and free delivery (*see* Railroad free delivery). When applied to a ship, the term *consolidated shipment* means lots or shipments from various shippers. (*See* Carload, consolidated.) For United States Customs purposes, consolidated shipments to one consignee for various ultimate consignees may be included in one entry. Also, one or more packages arriving in one vessel or vehicle addressed for delivery to one person, but contained in another package together with packages addressed for delivery to other persons (known as "packed packages"), may be included in a single entry. The individual shipments in a consolidated shipment, and the several enclosures of a packed package, may be separately entered upon compliance with certain requirements.

Shipment contract or **contract on shipment.** The seller's obligation ceases, as far as the shipment is concerned, as soon as the goods have been shipped according to contract and proper notification to that effect has been given to buyer.

Shipment (by) direct steamer. This wording obligates the seller to give proof (*see* Shipment, proof of) that he has engaged freight on a steamer which at the time of contracting the freight space was scheduled to make a direct call at the port of destination, without transshipment.

Shipment, immediate. Generally within five working days.

Shipment, monthly. *See* Monthly shipments.

Shipment, partial. *See* Partial shipment.

Shipment, prompt. Generally, within ten working days. (*See* Letter of credit, *heading:* "Interpretation of terms.")

Shipment, proof of. Generally considered as given if shipping documents offer sufficient evidence that the goods have been shipped as per sales agreement, order, or contract. (*See* Sales contract.)

Shipment, quick. Generally, within three working days.

Shipment, railroad (through) Customs. *See* Railroad shipments (through) Customs.

Shipment, sample. *See* Samples.

Shipment (from) seaport. The seller has to prove that in good time he engaged freight on a steamer which was scheduled to sail from seaport within the period mentioned in the sales contract or order. The seller also has to furnish proof that the goods were actually in the seaport at the time that the steamer on which space had been booked was scheduled to sail.

Shipment, splitting of. When one or more parcels or lots of merchandise are for different buyers or consignees, but have been shipped on one bill of lading, the seller has the right to have his bill of lading split up by the steamship company. He will particularly desire and demand this when he wishes to draw against any or all of his individual customers, with docu-

ments attached (*see* Draft, documentary) and will then need the individual bill of lading for the individual draft or drafts.

Shipment, time (of). *See* Time (of) shipment.

Shipments, partial. *See* Partial shipment.

Shipowner's liability. *See* Insurance (for) protection and indemnity; Damage, sea shipments; Responsibilities and liabilities, carrier and ship, *heading:* "Liability of owners and masters."

Shipowner's rights. *See* Responsibilities and liabilities, carrier and ship, *heading:* "Rights and immunities."

Shipped bill of lading. *See* Bill of lading, ocean; Letter of credit, *heading:* "Documents"; Responsibilities and liabilities, carrier and ship.

Shipped quality. *See* Quality shipped.

Shipped weight. *See* Weight, shipped.

Shipper's declaration (of) food, drug, and cosmetic products. *See* Food imports.

Shipper's declared valuation. *See* Air transportation and charges.

Shipper's export declaration. *See* Export shipper's declaration.

Shipper's export manifest. *See* Export shipper's manifest.

Shipper's letter (of) instructions. *See* Air express.

Shipper's liability. *See* Responsibilities and liabilities, carrier and ship, *heading:* "Liability of owners, masters, and shippers."

Shipping agent, buyer's. *See* Agent, buyer's shipping.

Shipping balance. The *balance of shipping* refers to the relationship between the weight or bulk of imports and exports, but it is not by any means a balance of trade or balance of value, because values and quantities have no direct relation with each other. It may, therefore, happen that, although the values of exports and imports between two countries may balance exactly, the shipping balance may be adverse to the one and favorable to the other.

Shipping clerk. *See* Clerk, shipping, or freight clerk.

Shipping, coastwise. *See* Coastwise shipping.

Shipping combination. *See* Shipping pool.

Shipping Commissioner. Appointed by the Secretary of Commerce for each port of entry which is also a port of ocean navigation. (*See* Port (of) entry.)

Shipping conference. Shipowners, at occasional or regular meetings or conferences, agree jointly to certain shipping procedures, freight charges, routes, schedules, and so forth, to establish sailings, rates, and other matters. The shipowners, in order to protect the services they have organized, thus agree to all matters pertaining to their joint interests, for example, in addition to the above, the division of traffic or pooling of earnings. Such conferences treat individually their own special area (for example, United States-West Coast of America trade). In cases where routes intersect or adjoin, the conference agrees to spheres of activity, which are then respected by the members of the conference. In this manner greater stability and uniformity both of rates and of sailings are achieved, for the benefit of the foreign trade served by the routes as well as for that of the shipowners. (*See* Conference rates.)

During the past 30 years, conferences, while primarily formed to prevent undue competition among the carriers themselves and thus to avoid self-destruction, have developed into what might be termed "foreign trade development associations." Annual freighting agreements at stabilized rates are normally negotiated with the shipping public who have come to de-

pend upon such contracts to protect their forward sales against market speculation and other factors. The constant contract thus afforded has made for a very desirable co-operative understanding among all the parties interested in foreign trade. (*See* Shipping pool.)

Shipping, direct. *See* Direct billing and shipping.

Shipping documents. (*See* Documents, export; Documents required; Bill of lading *and* Air waybill *headings;* Dock receipt; Permit, shipping; Documents, transportation.) The shipping documents are all the papers, from the intermediary ones (such as the shipping permit and dock receipt) to the final proof and contract of shipping: the bill of lading, which also serves as receipt for the merchandise shipped (*see* Draft, documentary). (*For air and ocean shipping documents, see specimens, pages 695–698, 708–729, and 784–788.*)

Shipping (by) express. *See* Air express; Railway Express; American Express; Wells Fargo.

Shipping instructions. Shipping instructions are generally—and should be—given by buyer. If the purchaser fails to furnish shipping instructions, to enable seller to perform his part of the contract or sale, then the seller, at his option, may cancel unexecuted portions of the contract or follow instructions which were given for previous shipments on account of the same or previous contract. (*See* Conditions (of) sale, *heading:* "Details and shipping instructions (specifications)"; Instructions, shipping; Delivery specifications.)

Shipping order. Issued by railroads in connection with shipments (*see* Bill of lading, domestic).

Shipping permit. *See* Permit, shipping; *see also* Steamer documents.

Shipping pool. The word *pool,* as applied to shipping, is the creation of a common fund into which freight and/or passage money is paid by all steamship owners belonging to the pool. The fund is eventually divided on a preagreed basis and it is intended and serves to avoid competition among the pool members, assuring them at the same time of established rates and sailings. (*See* Shipping conference.)

Shipping quality. The quality that it is customary to ship.

Shipping ring. (*See* Shipping pool.) The ring is also a pool, but it may have been formed for the purpose of forcing higher rates (*see* Ring).

Shipping space. The space needed, reserved, allotted, and paid for, for the stowage of the cargo, in the hold or on deck. (*See* Dead space.)

Shipping space contract. *See* Freight contract.

Shipping ton. *See* Ton, shipping; Ton.

Ship's bill of health. *See* Bill of health.

Ship's bill of lading. *See* Bill of lading, ocean.

Ship's immunities. *See* Responsibilities and liabilities, carrier and ship, *heading:* "Rights and immunities."

Ship's liabilities. *See* Responsibilities and liabilities, carrier and ship.

Ship's license. *See* Vessel license.

Ship's listing. *See* Listing, ship's.

Ship's option. *See* Option, ship's.

Ship's receipt. A receipt issued by a ship acknowledging the loading of cargo on board the vessel.

Ship's responsibilities. *See* Responsibilities and liabilities, carrier and ship.

Ship's rights. *See* Responsibilities and liabilities, carrier and ship, *heading:* "Rights and immunities."

Ship's stores. *See* Stores, ship's.

Short bill. Running less than sixty days.

Short credit. Generally less than sixty days.

Short draft. Running less than sixty days.

Short selling. *See* Bear.

Short-term credit. Running for short time only, generally less than sixty days.

Short ton. *See* Ton, short.

Shrinkage. Shrinkage may occur, with regard to certain cargoes—thereby causing a change in bulk—by evaporation of moisture causing a shrinkage of the commodity or material itself. Or the bulk of a shipment may shrink because of wastage or losses such as necessarily occur in handling, for example, in large quantities of grain. (*See also* Quality shipped; Quality landed.)

Sight credits. *See* Draft *and* Letter of credit *headings.*

Sight draft. *See* Draft; Draft, sight.

Signal letters, vessel. *See* Vessel number.

Signature by procuration (or **per pro**). Signature as attorney; by power of attorney.

Silent partner. *See* Partner, silent.

Silk exchange. *See* Commodity exchange, futures contract, silk, raw.

Silk, raw, futures contract. *See* Commodity exchange, futures contract, silk, raw.

Silver standard. (*See* Gold standard.) A standard of a currency which has silver as its metallic base, just as gold standard currencies have gold as their base.

Silver-standard country. A country which has a silver standard (*which see*).

Similarity. *See* Similitude.

Similitude. If an imported object cannot be classified under the existing tariff and its schedules or categories, the similitude (similarity) clause applies.

Simple letter of credit. *See* Letter of credit, simple.

Single option. *See* Option, single.

Single schedule of tariff rates. *See* Tariff, single-schedule.

Single-schedule tariff. *See* Tariff, single-schedule.

Single tariff. *See* Tariff, single-schedule.

Single-trip charter. *See* Charter, trip.

Sixty days' sight. *See* Draft, time. (*See specimens, pages 789–790.*)

Skins. *See* Hides and skins.

Sliding scale. An arrangement under which, for example, the wages paid to workmen increase with the advance (and decrease with the reduction) in the current selling price of the manufactured article. The sliding scale may also be based on the cost of living, and the like. (*See* Tariff, sliding-scale.)

Sliding-scale tariff. *See* Tariff, sliding-scale.

Slinging. A shipping term used in connection with a charge made at times by a steamer for putting chains around the goods (or large cargo nets) as they lie alongside the ship, to facilitate their being hoisted on board.

Slip, packing. *See* Packing slip.

Smelting warehouse. *See* Warehouse, bonded.

Smuggling. (*See* Contraband.) The Navigation Laws of the United States give specific information on this subject in the chapter dealing with contraband, known and cited as the "Anti-Smuggling Act."

Sociedad anónima or **Limitada.** (Abbrev. *S. A.* or *Soc. Anón.*) At the end of a Spanish firm's name, these words indicate that the firm is a corporation (*see* Limited; Corporation).

Sociedad en Comandita. Limited, special, or silent partnership. (*See* Corporation; Limited.)

Sociedad en Nombre Colectivo. General partnership. (*See* Corporation.)

Société anonyme. (Abbrev. *S. A.* or *Soc. anon.*) At the end of a French firm's name, these words indicate that the firm is a stock company or corporation (*see* Limited; Corporation).

Sole agency. *See* Agent, exclusive.

Sole agent. *See* Agent, exclusive.

Sorting. *See* Grading (of) goods and materials.

Space. *See* Shipping space; Freight space.

Space, dead. *See* Dead space.

Special delivery entry. *See* Customs entry, *heading:* "Special delivery packages."

Specially advised letter of credit. *See* Letter of credit, specially advised.

Specie. Coin, mostly referring to gold or silver coins, that is, coins made of precious metal or consisting partly of precious metals (*see* Gold).

Specie point. The price of foreign exchange at which specie is shipped (*see* Exchange; Gold point).

Specific delivery. *See* Delivery, specific.

Specific duties. Duties levied or calculated on the basis of weight, measurement, gauge, or other measure of quantity, or based upon or regulated by value. Specific duties are in contrast to ad valorem duties, which are levied according to value. (*See* Duty, ad valorem; Duty, specific; Duty, compound.)

Specific monthly shipments. *See* Monthly shipments; Delivery, monthly.

Specification. A designation of particulars, such as the description of work to be done, or the detailed description of a product to be manufactured or delivered. It is generally the printed or written part of a quotation or a contract describing, for example, the goods to be delivered, or the goods to be manufactured, including the material to be used in their production. A specification is also often needed in connection with orders, contracts, detailed bids, or demands for bids, not only for a single product or piece of machinery or merchandise, but for complete engineering or industrial development plans and the supply of the materials, machinery, and labor for their completion. Thus, the specification, as part of a foreign trade quotation or sales contract, describes in detail what the quotation or contract actually quotes or undertakes to furnish, "according to specification."

Specification, delivery. *See* Delivery specification.

Specification, shipping. *See* Instructions, shipping.

Specify. To include something in a specification; to state explicitly.

Specimen. A sample, either in the form of a complete unit or a part of any one or a number of things, which can display and make possible the determination of a quality or other characteristic for which the specimen is asked or submitted. (*See* Samples.)

Speculate. (*See* Speculation.) To undertake a venture the results of which are undetermined and can only be conjectured, with the hope or idea of profiting thereby. The purchase or sale of stocks, commodities, metals, merchandise, or the like, in the hopes of making a profit on account of expected but not determined fluctuations of market situations or prices at the time the speculation is entered into.

Speculate for difference. A term used on stock exchanges to describe the selling or purchasing of stock, not for investment, but merely in the attempt and hope of realizing a profit as the result of temporary price changes.

Speculation. From the Latin *speculare*, "to observe, to look around." The buying or selling of something, or the venture in a transaction the profits of which are uncertain and subject to chance. (*See* Speculate.)

Speculator. The person who buys or sells something, or enters into a transaction by which he hopes to profit although at the time of buying, selling, or entering the transaction the chances of profit are uncertain and subject to change.

Spice contracts. The various contracts of the American Spice Trade Asso-

ciation set forth clearly all the rules and regulations which govern sales and purchases. They provide for the different forms of trading: arrival, spot, future delivery, and domestic contracts. The arrival contract is the import contract of the Association. (*See specimen, page 924.*)

Spice grinder. A firm, person, or corporation engaged in the preparation of spices, including cleaning, shelling, and/or grinding and/or drying and grinding, and the packing and sale by the preparer or packer thereof (definition as given by the American Spice Trade Association).

Spice rules, arbitration. The American Spice Trade Association provides an arbitration procedure in all of its contracts. Differences are arbitrated by an arbitrator appointed by each disputant and an umpire selected by the two arbitrators. Either disputant may appeal the decision. The appeal is then heard by an Arbitration Committee of five members who together with five alternates are elected annually by the Association. The decision of the Arbitration Committee is final. (*See specimen, page 924.*)

Spices. The import of spices into the United States is handled by importers, brokers, and grinders, 90 per cent of whom are united in the American Spice Trade Association, of New York, which has as its main goal an equitable basis of trading for all concerned. It has its own arbitration machinery (*see contract specimen, page 924*) and standard contracts which clearly define the responsibilities and privileges of buyer and seller. By having its own arbitration procedure, which, incidentally, is a model one, and its own contract rules and regulations, the American Spice Trade Association combines all elements of the trade in spices in itself. As the imports of this specialized group are based on constant dealings with international suppliers, special committees not only work for the protection of its members and the stabilization and possible advancement of the spice business, but also exchange views with the foreign suppliers, creating a full understanding of the rulings of our own Federal Food and Drug Act, which govern imports of this kind. The committees also exchange views with the foreign shippers regarding purity and other vital matters affecting both seller and buyer, that is, exporter abroad and importer in the United States, fostering better understanding and cooperation. Spice agents, brokers, and importers also handle herbs and seeds.

Splitting of shipment. *See* Shipment, splitting of.

Spot. *See* Present; Delivery, spot.

Spot delivery. *See* Delivery, spot; Present.

Spot exchange. *See* Foreign exchange, spot.

Spot goods. *See* Present; Delivery, spot; Goods, present.

Spot markets. *See* Cotton exchange.

Spot quotation committee. *See* Green Coffee Association.

Spread. The range between prices, bids, or quotations.

Stabilization (of) currencies. Generally, the fixing of the value of a currency or of one of its principal units in the form of a definite amount or weight of gold (*see* Gold currency; Gold), in order to stabilize the currency and thereby the foreign exchange. (*See* Pegged exchange; Exchange stabilization.)

Stabilization (of) exchange. *See* Exchange stabilization.

Stabilization fund. A fund for the purchase or sale of foreign exchange (or drafts) in order to maintain and steady a currency or its foreign exchange value. (*See* Exchange control.)

Stabilization (of) prices. The maintenance of prices, with the object of

steadying them and holding them firm. (*See* Economic diversification.)

Standard. A term applied to measurements, materials, and merchandise or commodities to indicate specific qualities of workmanship, material, quality, or grade. The word *standard* signifies or offers a definite basis for comparison; apart from goods, it also applies to weights and measures, time, or authority. *Standard goods*, therefore, are recognized as having a known and permanent value, and *standard measurements* or *materials* refer to a definite quantity or quality. (*See* Standard *headings;* Quality lower than standard; Grain Standards Act.)

Standard arbitration clause. *See* Arbitration clause.

Standard displacement. The displacement of a vessel, generally a man-of-war, usually considering the vessel fully manned and equipped but without fuel or reserve (feed) water aboard. (*See* Standard.)

Standard gauge. Used either to describe a master gauge or an instrument for gauging the dimensions of standardized articles or parts. (*See* Standard; Gauge.)

Standard gold (or silver). Gold (or silver) which possesses the proper or legal fineness for coinage. (*See* Standard; Gold standard; Silver standard.)

Standard (of) living. (*See* Purchasing power.) A minimum of necessities or comforts which is considered essential by a class or nation.

Standard, monetary. *See* Monetary standard.

Standard quality. *See* Quality, standard; Standard.

Standard time. The civil time established in a country, either by custom or by law. The United States has Eastern, Central, Mountain, and Pacific standard time, which correspond, respectively, to the mean local times of the 75th, 90th, 105th, and 120th meridians west from Greenwich. They are, thus, 5, 6, 7, and 8 hours slower than Greenwich time. The 150th meridian, which is ten hours slower than Greenwich time, is established as the meridian of Alaskan standard time. (*See* Time.)

Standard (of) value. The merchandise, product, or commodity which serves and is recognized as the measure of value in any comparison of values. More specifically, it serves to describe the measure of value in a monetary system. (*See* Standard.)

Standard weight. The weight as determined legally or customarily by some standard. (*See* Standard.)

Standards, Bureau (of). *See* Bureau of Standards.

Standing, credit. The reputation and quality of being trusted, and the financial (moral) credit standing of a firm or person, by which one can judge whether and to what extent credit is justified.

Standing offer. An offer which remains standing, that is, on the same level or for the same amount or on the same conditions, for an indeterminate period.

Standing order. An order always in force and not subject to changes unless and until changed or cancelled.

Staples. (*See all* Import, Importer, Importing, *and* Imports *headings;* Commodity; Raw materials.) Most staple commodities are bought at world prices, rather than at prices fixed by either the foreign exporter or the domestic importer. This is so because buyers are constantly shopping about, buying up supplies in the cheapest market, and sellers, in order to get the best price, must keep in touch with prices in other markets as well as in their own.

It is difficult to draw sharp lines of distinction between the different types of business organizations engaged in importing staple goods into the United States. In general, sales

of staples to the American market are handled in the following ways:

1. Through import brokers.
2. Through import merchants.
3. Through sales agents of the foreign producer.
4. By direct purchase by the manufacturer from the foreign producer or exporter.

The theoretical functions of these different import methods can be clearly defined, but in the importation of most staple goods one finds the trade using all of these channels, including variations of them. In practice, the activities of the import merchant and the import broker frequently overlap. Staples may be sold by consignment, by job lots, by sample, by particular designation or order, or by a combination of these methods. The sales order may be communicated by cable or wire, by letter, by personal representatives of the seller, or by an agent representing the seller.

In the import trade in staple goods, the import merchant usually conducts a rather specialized business. The successful conduct of a business of this type requires an intimate knowledge of the product itself, the various types and grades, the different countries from which these may be obtained, an abundant working capital or a good line of credit, and a thorough understanding of the markets in the United States which require the product.

State Department, United States. The principal responsibility for the determination of the policy of the Government in relation to international problems devolves under the President upon the Department of State. The day-to-day negotiations with foreign countries, the specific measures for the protection of American interests and the promotion of solidarity with friendly countries, and the conduct of the voluminous correspondence with the diplomatic and consular representatives of the United States as well as with the representatives of foreign powers accredited to the United States, are delegated to the Department of State. (For the important service rendered foreign trade, *see* Consul.)

The *Register of the Department of State* gives details regarding personnel, organization of the Department, and so forth. Some offices of the State Department, whose functions are generally contained in their title and which are subject at times to reorganization, renaming, or replacement, are those of:

Special Political Affairs.
American Republic Affairs.
European Affairs.
Near Eastern and African Affairs.
Far Eastern Affairs.
Controls (passports, visas).
Transport and Communications.

(This last-named office takes action in matters pertaining to international aviation, including the acquisition of landing rights (*see* Aircraft; Airport), further, to international shipping and the development of the United States shipping policy and also to international aspects of radio, telegraph, cable, mail, and telephone communications.)

Office of Financial and Development Policy.
Public Affairs.
Departmental Administration.
Foreign Service (*see* Consul). The Foreign Service of the United States includes all career Foreign Service officers and other personnel. Foreign Service officers are ordinarily assigned as either counselors, secretaries, commercial or agricultural attachés, or the like, to an embassy or legation, or to consulates as consuls general, consuls, or vice consuls. Ambassadors

and Ministers are appointed by the President with the concurrence of the Senate and may be selected from the career service or from outside, as the President sees fit.

OFFICE OF INTERNATIONAL TRADE POLICY

The Office of International Trade Policy is charged with responsibility for the initiation, formulation, and co-ordination of policy and action by the Department of State for international economic, trade, and commercial affairs.

Division of Commercial Policy. This Division is responsible for the formulation and co-ordination of policy and action in all matters pertaining to (*a*) the protection and promotion of American commercial and agricultural interests in foreign countries; (*b*) the formulation, negotiation, and administration of commercial treaties, of reciprocal trade agreements concluded or to be concluded under the act of June 12, 1934, and of other commercial agreements; and (*c*) the tariff, general trade, and international commercial policy of the United States.

International Resources Division. This Division is responsible for the formulation and co-ordination of policy and action with respect to (*a*) the production, control, and distribution in international commerce of major commodities such as rubber, tin and the heavy metals, coffee, sugar, wheat, and cotton; (*b*) international commodity arrangements; (*c*) international fisheries matters and agreements; (*d*) cartels and related industrial arrangements; (*e*) procurement and development abroad of materials needed domestically or for the relief of war areas; (*f*) within the scope of its responsibilities, representation of the Department before the combined boards and their committees and before the Department of Commerce, the Civilian Production Administration, and other agencies concerned, in connection with requirements programs; (*g*) economic policies to be followed in the application of wartime trade controls by various Government agencies; and (*h*) the administration, so far as the Department is concerned, of the statutes for the control of international traffic in arms, ammunition, and implements of war.

Petroleum Division. This Division is responsible for the formulation and co-ordination of policy and action in all foreign policy matters pertaining to petroleum and petroleum products.

Division of Commercial Policy. The Division has primary responsibility in the Department of State for the formulation of policy and for action in the following matters:

(*a*) Protection and promotion of American commercial and agricultural interests in foreign countries; (*b*) tariff, general trade, and international commercial affairs of the United States; (*c*) formulation, negotiation, and administration of commercial treaties, reciprocal trade agreements, and other commercial agreements; (*d*) commercial policy aspects of lend-lease agreements and settlements; and (*e*) liaison, within the scope of its responsibilities, with the Treasury Department, Department of Commerce, Department of Agriculture, United States Tariff Commission, and such other departments or agencies as may be concerned.

Within this framework of responsibility the principal projects and activities of the Division are: (*a*) preparing for, and conducting, negotiations with eighteen foreign countries for the reduction of trade barriers and reduction or elimination of trade discriminations, under the authority and the procedures of the Trade Agreements

commercial policy aspects of the work of United States Government agencies in preparing for a proposed International Conference on Trade and Employment and in drafting a Charter for a proposed International Trade Organization; (*c*) drafting and negotiating modern treaties of friendship, commerce, and navigation. This program is designed to establish and protect, on a mutual basis, the basic rights of American nationals, corporations, goods, and vessels in foreign countries.

The United States is a member or participates in the work of many international organizations, including, as far as foreign trade is directly or indirectly concerned, among others, the following:

INTERNATIONAL ORGANIZATIONS OF IMPORTANCE TO FOREIGN TRADE

Descriptions of many of the organizations listed below may be found in the publication entitled *International Agencies in which the United States Participates* (1947). Omitted from the lists below are bilateral bodies, subordinate bodies of listed organizations, and organizations which have been completely inactive for a number of years.

Agricultural:
- Food and Agriculture Organization
- Inter-American Institute of Agricultural Sciences
- International Seed Testing Association

Commercial and Financial:
- Emergency Economic Committee for Europe
- Inter-American Economic and Social Council
- Inter-American Statistical Institute
- International Bank for Reconstruction and Development
- International Bureau for the Publication of Customs Tariffs
- International Institute of Statistics
- International Monetary Fund
- International Union for the Protection of Industrial Property

Commodities:
- Combined Coal Committee
- Combined Textile Committee
- Combined Tin Committee
- European Coal Organization
- Inter-American Coffee Board
- International Cotton Advisory Committee
- International Emergency Food Council
- International Sugar Council
- International Wheat Council
- Rubber Study Group

Transport and Communications:
- Engineering Committee of the North American Regional Broadcasting Conference
- European Central Inland Transport Organization
- Inter-American Radio Office
- International Commission for the Maintenance of the Lighthouse at Spartel
- International Commission of the Rhine River
- International Ice Patrol and Ice Observation Service
- International Technical Committee of Aerial Legal Experts
- International Telecommunications Union
- Permanent International Association of Navigation Congresses
- Permanent International Association of Road Congresses
- United Maritime Consultative Council
- Universal Postal Union

Others:
- Caribbean Commission
- International Labor Organization
- International Bureau of the Permanent Court of Arbitration

In addition, there are several related organizations of the State Department:

Committee for Reciprocity Information. (*See* Agreements, reciprocal trade.) Before a trade agreement is concluded with any foreign government, interested persons have an opportunity to present their views to this Committee. The Committee receives written and oral statements, digests them, and transmits them to the various agencies concerned with the negotiation of the reciprocal trade agreements with foreign governments. (*See* Tariff Commission.)

Executive Committee on Economic Foreign Policy. It is the function of the Committee to examine problems and developments affecting the economic foreign policy of the United States and to formulate recommendations in regard thereto for the consideration of the Secretary of State and sometimes of the President.

State monopolies. *See* Monopoly, state (government).

Statement (of) charges. *See* Charges, statement (of).

Statistics. The collection and analysis of facts, figures, and other data with regard to a definite commodity, country, or article, population, and so forth.

Statistics, commercial. Nearly every country gathers statistics of its most important movements of commerce, especially of exports and imports, and shipping. (*See* Export shipper's declaration.)

Statutes, express. *See* Express statutes.

Statutory tariff. *See* Tariff, statutory.

Steamer. *See also* Vessel, Steamship, *and* Ship *headings for additional definitions.*

Steamer bill of lading. *See* Bill of lading, ocean.

Steamer, certificate of registry. *See* Certificate (of) registry; Vessel register; Vessel registry.

Steamer clearance. *See* Vessel clearance.

Steamer, coastwise. *See* Tonnage, coastwise.

Steamer, combination freight and passenger. *See* Vessel, combination freight and passenger.

Steamer documents, outgoing and incoming. The following is an immediate survey of all outgoing and incoming steamer documents, from a freight standpoint only (*see* Vessel entry *and* Vessel clearance, *for ship's papers and procedures*). Those readers will be benefited who do not wish to look up each freight document singly, but to get an over-all picture. The alphabetical headings will give further details regarding their character, use, handling, and the like.

The documents described in this series are the following (*see specimens, pages 784–788, 708–712, 716–718, 722–726, 885–888, 703–705*):

OUTWARD FORMS

Engagement Sheet. The Engagement Sheet is a record of reservation of space in the vessel at the particular and individual request of the shipper. Its purpose is to determine the man in the Steamship Company who is handling the vessel and the engagement of cargo to determine the type of cargo both as to revenue-producing ability and as to weight and measurement. The latter are necessary to load the ship completely by weight so as to bring the ship down to its marks and by measurement so that its cubic measurement cargo capacity will be filled.

PERMIT. This form is in triplicate. The original is given to the shipper, the duplicate is sent to the Receiving Clerk at the loading pier, and the triplicate is held in the Freight Department files as the shipper's own record. The purpose of this is to assure that no shipper sends cargo to the pier without the engaging of space at the freight office.

DOCK RECEIPT. The dock receipt is in triplicate. It is the record of the receipt of the cargo on the pier as to both quantity and condition, and is a basic document on which the bill of lading is subsequently issued. Its distribution is:

Original—sent by the Receiving Clerk to the Freight Department.

Duplicate—retained in the Receiving Office on the Pier.

Triplicate—given to the shipper's truckman or the delivering railroad carrier.

(*See specimens, pages 784–788.*)

BILL OF LADING. Is made up by the shipper on the basis of the information contained in the triplicate dock receipt which he has received from the truckman. Usually three bills of lading are signed, although many additional unsigned, not negotiable copies are made up by shippers for their various purposes.

MANIFEST. Is an exact record of all of the bills of lading issued for the particular ship and the sailing, giving a full description of the cargo. Its primary purpose is for filing with the Custom House, for clearance of the vessel. Other copies are also filed at the entering port of the ship's destination, for Customs purposes, with additional copies used by both the Freight Department at the loading port and the Freight Department at the discharging port for the proper handling of all questions which may arise concerning the cargo.

INWARD CARGO

ARRIVAL NOTICE. The Arrival Notice is dispatched by mail to the consignees named in the bill of lading and manifest and gives the consignee the information as to which pier the vessel is discharging at, expiration of free time, and the like. (*See specimens, pages 703–705.*)

BILL OF LADING. The bill of lading is substantially the same as that used in the outward service. It must be endorsed by the consignee and holder of it, and presented and surrendered to the steamship company before the goods are delivered, at the discharging port. (*See specimens, pages 708–712, 716–717, 724–726.*)

MANIFEST. The inward manifest, which is used for entry purposes both at the Customs and the ship's own offices, contains an exact record of all the bills of lading issued for the particular vessel and the sailing, giving a full description of the cargo.

Steamer draft. *See* Vessel draft.

Steamer, entrance of. *See* Vessel entry.

Steamer entry. *See* Vessel entry.

Steamer, freight. *See* Freight; Freight carriers; Freight, export; Tramp.

Steamer freight rate. *See* Freight; Freight rates.

Steamer inspection. *See* Vessel inspection.

Steamer license. *See* Vessel license.

Steamer manifest. *See* Manifest; Manifest, inward foreign; Manifest, outward foreign.

Steamer, measurement of. *See* Tonnage; Moorsom system; Vessel hull.

Steamer, ocean-going. *See* Vessel, ocean-going.

Steamer operating cost. *See* Vessel operating costs.

Steamer papers. *See* Papers, ship's.

Steamer rating. *See* Vessel rating.

Steamer register. *See* Vessel register.

Steamer registration. *See* Vessel registry; Certificate (of) registry.

Steamer registry. *See* Vessel registry; Certificate (of) registry.

Steamer space. *See* Shipping space; Freight space.

Steamer stores. *See* Stores, ship's.

Steamer ton. *See* Tonnage *headings;* Ton *headings.*

Steamer tonnage. *See* Tonnage *headings;* Ton *headings;* Vessel, tonnage register; Moorsom system.

Steamship. *See also* Ship, Vessel, *and* Steamer *headings.*

Steamship agent. The steamship agent represents his company and attends to all matters pertaining to freight, passengers, Customs clearance, and the like, relating to the steamers owned by his principals.

Steamship B/L. *See* Bill of lading.

Steamship bill of lading. *See* Bill of lading, ocean.

Steamship bill of lading, straight. *See* Bill of lading, straight.

Steamship bill of lading, through. *See* Bill of lading, through.

Steamship company. The company which owns and operates the steamship.

Steamship draft. *See* Vessel draft.

Steamship line. A steamship company, carrying passengers and/or cargo, with established routes and sailings, which change and can be ascertained at the time the service or information is needed.

Steamship, railroad-owned. *See* Vessels, classification of.

Steamship stores. *See* Stores, ship's.

Steamship through bill of lading. *See* Bill of lading, through.

Steamships, classification of. *See* Vessels, classification of.

Sterling exchange. Foreign exchange based on sterling (*see* Foreign exchange). Consequently, it is the exchange (drawn) on British centers, particularly London. (*See* Dollar exchange.)

Stevedore. "One who packs." The man employed and responsible for the loading and unloading of cargo.

Stipulations (of) sale. *See* Conditions (of) sale.

Stock. The capital certificates of a company, that is to say, the certificates certifying to a definite amount of participation (or investment) in a corporation are known as *stock certificates,* or, briefly, *stock* (or *share*). They are issued to investors, partners, and so forth.

Stock certificate. *See* Stock.

Stock exchange. The exchange at which stocks are bought and sold. (*See* Exchange; Securities and Exchange Commission; Stock.)

Stock, gold. *See* Gold stock.

Stock market. The market (that is, the stock exchanges of a city, a country, or several countries) in which stocks are bought and sold. (*See* Stock.)

Stock pile. The term used to designate the accumulation (mostly applied to imports) of materials, and so forth. It is especially important in connection with raw materials needed for industrial or emergency use. The piling up of imported stocks assures a ready supply even if for any reason the usual sources of supply should become unavailable or transportation facilities should be hampered or stopped.

Stockyard. The stockyard is to the livestock market, that is, the buying and selling of livestock, what the exchanges are to other commodities (*see* Exchange).

Stopped draft. *See* Draft, stopped.

Stopping (of) payment. Equivalent to refusing or holding up of payment. (*See* Payment refused; Payment suspension; Payment stopped; Draft, stopped.)

Storage at port of exit. *See* Railroad demurrage.

Storage charges. The sums charged for the storing of goods (*see* Warehouse).

Storage goods. Goods which are kept in storage (*see* Warehouse).

Store, bonded. *See* Warehouse, bonded.

Stores, appraiser's. *See* Appraiser's stores.

Stores list, ship's. A list of the stores, provisions, and so forth, on board a ship, for ship's use and not as cargo. (*See* Stores, ship's.)

Stores, public. Any premises owned or leased by the government (and used

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for the storage of merchandise for the final release of which from Customs custody a permit has not been issued) are known as *public stores.*

Stores, ship's. Upon the arrival in the United States of a vessel from a foreign port or of a United States vessel in the foreign trade from a domestic port, the sea stores and the ship's stores which are not required for immediate consumption or use on board while the vessel is in port, and articles acquired abroad by officers or members of the crew, for which no permit to land has been issued, are placed under seal unless the Customs officer is of the opinion that circumstances do not make this necessary. Customs inspectors in charge of a vessel may from time to time and using their own judgment issue stores from under seal for consumption on board the vessel by its passengers and/or crew. When articles acquired abroad by a United States vessel or brought to a United States port by a foreign vessel are to be landed, they must have a Customs permit to do so; and, if they are landed for consumption in the United States, they must be treated in the same manner as imported articles (*see* Entry (of) goods). Bags or dunnage belonging to a vessel may be landed temporarily and returned to the vessel under Customs supervision. Articles claimed as sea or ship's stores which are in excess of the vessel's reasonable requirements are treated as if they were cargo. The manifest of a vessel arriving in a United States port must include sea and ship's stores aboard (deck, engine, steward). (*See* Vessel clearance; Sea stores; Stores, list, ship's.)

Stowage. The stowage of cargo on the ship must leave the space necessary for ventilation of hold or goods.

Stowage plan. *See* Cargo plan.

Stower. The man who stows the cargo, under supervision of the stevedore.

Straight bill of lading. *See* Bill of lading, straight.

Straight credit. *See* Letter of credit, irrevocable, confirmed.

Straight (import) draft. *See* Draft, straight (import).

Straight letter of credit. *See* Letter of credit, irrevocable, confirmed.

Stranding. The grounding of the vessel, causing her to remain fast for an appreciable length of time. Mere contact with the ground in which the vessel, without losing her momentum, proceeds on her course, commonly termed "touch-and-go," is not considered a stranding.

Strategic materials. *See* Materials, strategic.

Strikes. *See* Insurance (against) strikes.

Subagent. An agent appointed by the principal agent. He acts for the exporter or manufacturer (or for the purchaser of foreign commodities), but he generally deals exclusively with the principal agent only, and not directly with the exporter (manufacturer) or importer.

Subrogation. The substitution of one in place of another (*see* Insurance, subrogation). The operation by which the Insurance Company (on payment of a loss) succeeds to all of the claimant's rights to recovery from any third parties. Thereby, in the insurance field, the underwriter upon payment of any claim to an assured retains the right of subrogation against any third party (as above) which may be involved in the claim. He thereby tries to prove the liability of a third party, which he will then endeavor to put into his own place, that is, to force to pay all or part of the claim that the underwriter paid to the assured.

Subsidiary, foreign. *See* Foreign subsidiary.

Subsidy. A payment in the form of money, or preferential rates, taxes, or duties, in order to aid and develop an industry or production; or to protect

them against competition. (*See* Bonus, export; Export subsidy.)

Subsidy (for) export. *See* Export subsidy; Bonus, export; Subsidy.

Substitution. In foreign trade, substitution may often take place, but it is acceptable only if the substituted raw material or product serves as well as or better than the originally sold or bought material or product. It needs (generally) only to be accepted by the consignee if substitution has been advised and he has accepted or confirmed it.

Sue and labor clause. (*See* Insurance, sue and labor clause.) A clause providing that in the event of loss or damage, the assured must take the necessary steps to save and preserve his property and to enforce his rights to recover the loss from any third parties who may be responsible therefor. Such action does not prejudice the assured's claim under his insurance policy.

Sugar. Sugar, an important export and import item throughout the world, has often been the subject of attempted price control, especially in order to protect the prices obtained by leading producers of cane sugar, such as Cuba. Besides the cane and beet products, however, there are many other sugar products which, while produced by nature, are also manufactured commercially. Glucose and grape sugar, widely distributed in nature, are commercially manufactured from starch, and therefore are generally made by firms who also make starch for sale. In the United States, the raw material for the combined starch-glucose industry is usually corn, although potatoes and wheat are used to some extent, while in Europe potatoes are the most important raw material. Glucose, also known as corn syrup, is a colorless or slightly amber-colored liquid, and for table use is mixed with cane or maple syrup. It is also extensively used by tanners, bakers, and brewers, and in the manufacture of jellies and confectionery. Grape sugar is used for the manufacture of vinegar and in brewing, and also as a reducing agent in many industries and in silvering glass. "Raw sugar" still contains molasses and other impurities adhering to the crystals; the great bulk of sugars imported from Cuba consist of raw centrifugal sugar, the polariscopic test of which ranges approximately from 92 to 97 degrees. The selling basis is 96 degrees, with allowances up or down from the basic price, according to test. The expression "testing by the polariscope" in order to ascertain the "sugar degrees" means the percentage of sucrose contained in the sugar as shown by direct polarimetric estimation, sucrose being pure sugar and a definite chemical compound ($C_{12}H_{22}O_{11}$) derived from the juices of several plants, especially the cane, beet, maple, and palm. Sucrose in varying degrees is the sugar of commerce and of the tariff. There are, however, more than one hundred substances known to science as sugars, but differing from sucrose in composition and properties. Of these, the most important commercially are dextrose and levulose, found in certain fruits and in honey. Dextrose is also manufactured from starch as a constituent of glucose and grape sugar. By far the greater portion of Cuban raw sugar (sometimes carried beyond the raw stage, suitable for direct consumption, and marketed as "yellow clarified" or "plantation granulated") is bought by the refineries, and, after being purified and deodorized, becomes "refined" sugar. The sugars turned out by the large cane-sugar refineries consist of two general classes: hard sugar, such as granulated, powdered, cube, loaf, and so forth, and so-called "soft sugar."

The latter varies in color from a light yellow to brown, and has some of the syrup or molasses adhering to the crystals. This includes the sugar known as "brown" in commerce, but the beet-sugar factories produce only hard-granulated sugar.

Imports of sugar, syrups, and molasses are, of course, subject to entry (*see* Entry (of) goods) and duty, and the United States Customs Regulations prescribe in detail regarding their handling and appraising, allowances for moisture, the weighing, gauging, and sampling required (at time of unlading), importation of molasses in tank cars and for various uses including those not for extraction of sugar or for human consumption, gauging of molasses and syrups, taring (*see* Tare) of sugar containers, and the sampling of sugars and sugar products, and so forth, as well as drawback regulations. While a portion of domestic production is used in the refining of export products, the refiners use the imported product whenever possible in order to obtain the benefit of the drawback. Drawback is also allowed on the exportation of other products besides refined sugar, including maple sugar, which had previously been imported as raw sugar: namely, on the export of all other products in the preparation of which imported raw sugar has been used: for example, chewing gum, cocoa, confectionery, preserved fruits, dairy products, and tobacco. Such exports, and the drawbacks paid, are quite important and affect not only the manufacturer of the product, but also the foreign buyer, who in this manner gets the benefit of the duty-free sugar contents, while United States products are thus able to compete on a better basis with foreign manufacturers. (*See specimens, pages 925–927.*)

Sugar brokerage, United States. *Sugar* or *sugars*, in a United States brokerage sense, means any product, solid or liquid, sold by sugar refiners in the ordinary course of business, and it is so defined by the National Sugar Brokers' Association, New York. This Association serves the sugar brokers in the same sense as other similar exchanges (*see* Green coffee; Cotton) serve the brokers in their fields, in order to maintain high standards of trading and harmony among brokers, refining interests, and the buyers of refined sugar. The purpose of the sugar broker is selling for the account of a refiner to legitimate buyers, or acting for a buyer with whom the broker contracts to deliver sugar at stated prices. Except for export, merchandising by members is contrary to the rules of the Association. (*See specimens, pages 925–927.*) (*See* Commodity exchange; Green coffee; Cotton; Spice; *and other commodity headings.*) The specimens of a raw sugar contract and the two export contracts speak for themselves as regards the conditions on which such broker sales are made.

Sugar contracts (for) future delivery. (*See also* New York Coffee and Sugar Exchange; Coffee *headings;* Coffee contract.) Sugar contracts for future delivery are for 50 tons of 2240 pounds each and multiples thereof. (*See specimens, pages 925–927.*)

Sugar drawback. *See* Drawback, sugar.

Sugar, taring (of) containers. In general, there is allowed a schedule tare of 2½ pounds per bag for sugar imported into the United States in standard bags. A standard sugar bag for tare purposes is calculated as having an area of 1,392 square inches when laid flat (29 inches in width by 48 inches in length). When the area of sugar bags varies by more than 2 per cent from the standard area of 1,392 square inches, or the bag is not of the usual textile, the schedule tare

is increased or diminished in proportion to the amount that the area or the weight of the bag varies from that of the standard bag. When the bags bearing any mark differ in size, the tare allowed is then based upon the average dimensions of the entire number of bags bearing such mark.

If the importer files a written application representing that there is an excessive number of damaged bags in a given importation, indicating the approximate percentage of the damaged and sound bags and requesting that actual tare be taken, the collector, if satisfied that the facts are as stated, determines the actual tare on the importation. Whenever the actual tare determined on any importation differs from the schedule tare by not more than 5 per cent, the schedule tare is allowed on such importation. In the event that this actual tare differs from the schedule tare by more than 5 per cent, the actual tare is the accepted tare.

Summary (of) bills of lading. *See* Manifest.

Summary (of) cargo. *See* Manifest.

Summary (of) entered goods. *See* Entry summary.

Summary (of) entry. *See* Entry summary.

Sunday lading. The Navigation Laws of the United States contain definite rulings regarding lading on Sundays, holidays, or nights:

> "No merchandise or baggage entered for transportation under bond or for exportation with the benefit of drawback, or other merchandise or baggage required to be laden under customs supervision, shall be laden on any vessel or vehicle at night or on Sunday or a holiday, except under special license therefor to be issued by the collector under the same conditions and limitations as pertain to the unlading of imported merchandise or merchandise being transported in bond."

Super cargo. Someone signed on board a ship as a member of the officers' staff and connected with the business (commercial) matters of the ship.

Supertare. *See* Tare, super.

Supply. The amount or quantity of any material or of any service which is available, for hire or purchase. The supply market, according to the territory it covers or the territory which it embraces, in statistics as well as in practice, may be local, national, or global.

Surplus marketing administration. The administration charged with the selling or marketing of government or national surplus materials.

Surplus sales. *See* Export, invisible.

Surrender (of) documents. *See* Documents, surrender of.

Surtax. As applied to tariffs, a Customs duty added to the regular duty rate, for fiscal or protective purposes.

Survey (of) foreign markets. (*See* Market analysis.) The market analysis for the exporter is just as vitally important as the market survey of the domestic distributor. (*See* Market survey.)

Surveyor. *See* Appraiser.

Surveyor (of) Customs. *See* Appraiser.

Surveyor, insurance. *See* Appraiser, insurance.

Surveyor's certificate. *See* Appraiser.

Suspension (of) payment. *See* Payment suspension.

Sweat. Certain commodities, in storage or on board a vessel, gather surface moisture which appears on their surface like dew. This is called *sweat.* (*See* Insurance (against) sweating.)

Sweepings. This word may signify the chips of gold and/or silver from engraving, filing, or turning of jewelry. These are invoiced as *jeweler's sweepings.* Tea leaf wastage or waste is the inferior quality of tea leaves unfit for beverage purposes, and is known as *sweepings.* If there is a shortage in the quantity of a grain cargo on ar-

rival, the *sweepings* are often used to supplement the unloaded weight.

Syndicate. A group of firms or persons, or both, who undertake and agree to carry out, jointly, a certain project of a financial or commercial nature (*see* Cartel).

System, decimal. *See* Decimal system.

System, metric. *See* Weights and measures.

System, money. The money system of a country is expressed or represented by its currency. (*See* Gold standard; Bi-metal standard country; Metallic-base country.)

System, Moorsom. (*See* Tonnage, measurement; Ton, measurement.) In this system, adopted with variations by various nations, the cubical contents of the decks are added, the result obtained representing the gross cubical contents of the ship's hull. To this are added the cubic measurements of parts or portions of the upper deck (such as forecastle, donkey house, galley, bridge, poop, and chart-house). The total is the gross registered tonnage. The variations, however, cause differences in measurement: a ship does not have the same gross tonnage under the rules of the United States and under those of Great Britain.

System, tariff. *See* Tariff system.

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Tag (for) bales. A nondetachable tag, stamp, or other means of identification.

Tale quale. When goods are sold "to arrive," the expression *tale quale* signifies that the goods when shipped are equal to the sample, but the buyer takes the risk of any damage or deterioration during transit. (*See* Tel quel; Run-of-mine.)

Tally. This word is often used to designate the checking of cargo and shipments. Derived from the Latin equivalent for "stick," *talea*, it originally described the primitive method by which goods were checked: by making notches in a stick. When the count was completed, the stick was often split lengthwise, and the buyer and the seller, or the shipper and the man in charge of the sailing craft, each got one half of the stick, identical records of the check or count.

Tally clerk. The clerk who checks incoming or outgoing cargo, or goods in a warehouse, on dock, and the like. (*See* Tally.)

Tank car. Railroad car, for transportation of liquids. For many liquid commodities, sold per tank car, the capacity is standardized—for example, for cottonseed or soybean oil—at 60,000 pounds.

Tank vessel. *See* Tanker.

Tanker. A tank steamer carrying liquids, such as oil, gasoline, molasses, or the like, in bulk. Inspection of tankers (tank vessels) is made by the United States Coast Guard, from whom Tank Vessel Regulations may be obtained. (*See* Vessel inspection.)

Tanker, privately owned. A tanker belonging to an oil, gasoline, molasses, or other company carrying the latter's own products in steamers fitted with tanks for transportation of such liquid bulk cargoes; for example, a tanker belonging to an oil company carrying its owners' own cargo is privately owned.

Tanker, public. A tanker which takes cargoes of a liquid nature for account of shippers.

Tare. The deduction, from the weight of goods, of the weight of the container or packaging which contains them, or the weight of the container or packaging itself. The tare is deducted from the gross weight when the net weight is wanted. The tare, therefore, is the allowance made for the weight or for packaging. It is also the weight determined of the cask, case, bag, or whatever else contains the actual merchandise, goods, or commodity. (*See* Tare *headings;* Overtared; Packing, various duties; Net weight.)

Tare, actual. The actual tare is determined by weighing the packaging or container (*see* Tare; Tare weight), and the weight of such container or packaging is known as the *actual* or *real tare.*

Tare allowance. The preagreed weight deduction (generally expressed in the form of a percentage of the total weight) which (as established for certain products or commodities) is to be deducted from each unit or package for the determination of its net weight. (*See* Overtared.) In this way the tare is standardized, and applies, in the percentage agreed, to each unit. (*See* Tare.)

Tare, average. The tare which is determined by the weight of a number of containers or packagings (*see* Tare) which have been selected from a large number of similar ones. The weight thus established is then deducted from the entire shipment and is

known as the *average tare.* (*See* Tare allowance.)

Tare, customary. A preagreed tare to be deducted from the gross weight, in order to determine the net (weight). It is also a uniform rate, established by custom for a specific commodity or specific kind of goods or merchandise. (*See* Tare.)

Tare, Customs. This is the tare fixed by Customs laws or regulations which is applied to all determinations of net weights in connection with such calculations by Customs authorities for the determination of duties. (*See* Tare, legal; Tare, customary; Tare, schedule.)

Tare, estimated. This is the tare established by judging the weight of the container or packaging, which is to be deducted from the gross weight in order to determine the net, on the basis of an estimate (generally arrived at by judging from the weight of similar packaging for similar or identical goods). (*See* Tare.)

Tare, invoice. The tare as stated on the invoice (*see* Tare weight).

Tare, legal. The weight of the customary packaging or container for Customs purposes which is indicated in Customs tariffs for each item of the kind of merchandise for which it is established. This tare is then applied by the Customs as the basis for the calculation of all duties (*see* Tare, Customs). The Secretary of the Treasury, in the United States, is authorized from time to time to prescribe and issue regulations for the establishment of tare as relating to merchandise. His authority includes the establishment of schedules for this purpose. Generally, such Customs or legal tares are calculated from experience and have been found or proved to be the average weight of containers, coverings, packaging, and so forth, of the certain classes of merchandise or commodities to which these tare deductions or weights are applied. (*See* Tare, schedule.)

Tare, real. *See* Tare, actual.

Tare, received. The tare of a selected unit of products, commodities, and the like, which is applied to the total shipment and determined by weighing packages from selected units. (*See* Tare.)

Tare, schedule. Schedule tare is applied in the United States to certain classes and containers of merchandise, commodities, and so forth, which are imported (*see* Tare, legal), including, for example, apples in boxes, cheese of all types, china clay, figs, fresh tomatoes, lemons and oranges, ochre, sugar, and tobacco (leaf, not stemmed).

Tare, super. *Super tare,* or *supertare,* is the tare specifically allowed in excess of the usual or customary amount (*see* Tare). From the Latin: *super,* meaning *above.*

Tare tests. These are often required and prescribed to determine net contents. For example, for cottonseed oil, the New York Produce Exchange requires that four barrels of each 100 barrels, taken indiscriminately from a shipment, be emptied and weighed.

To cite another example, the same exchange has the following rules for determining the tare of lard:

> Four per cent of the packages are first weighed gross, the lard then removed and the empty packages subjected to dry heat or dry steam, and drained. The empty package is then weighed and its weight deducted from the gross weight, together with an additional allowance to cover moisture. The difference so obtained is then considered the net weight of the lard.

Tare, uso. An expression used for customary or usual tare (*see* Tare, customary).

Tare weight. The net weight of merchandise, for Customs purposes, is established, when possible, by the deduction of the actual or schedule tare.

The actual tare is determined, in a shipment which is reasonably uniform, on the basis of tests which establish an average tare (*see* Tare, average). When the actual tare cannot be determined and the goods are not subject to schedule tare, the invoice tare may be accepted by the Customs for the purpose of ascertaining the net weight of the merchandise. Where prescribed, Customs or schedule tare is, of course, applied.

Tariff. The United States Tariff Commission, in its "The Tariff and Its History," gives the following as the origin and definition of the word *tariff:*

Tarifa is a seaport of Spain, at the extreme south point of the peninsula, 21 miles from Gibraltar. Population in 1910, 12,522. It has been identified with the Julia Joza of the ancient geographer Strabo, and in early times may have had other names, including that of Julia Traducta, which is indicated by good authorities. It received its present name from the Arabs, who are said to have called it after Tarif (Tārif) ibn Malik, who in July 710 was sent by Tarik (Tāriq) to reconnoiter the country.

Inasmuch as the form of the name Tārif in the Arabic differs widely from that of the Arabic noun from which the word *tariff* (see) comes, there would appear to be no connection between the name Tarifa and the words *tariff*, *tarifa*, etc.

Tariff. The word is derived from Old French *tarife*, "rate" (whence French *tarif*, "rate"), which is from Spanish *tarifa*, "price list," "rate book," from Arabic *ta' rif* "notification," a verbal noun from *'arafa*, "to know." Compare Italian *tariffa*, "price list," Portuguese *tarifa*, "schedule."

The word came into general use in English as a technical term, meaning "an official list or schedule setting forth the several Customs duties to be imposed on imports and exports." The use of the word in the sense of "a table or scale of charges generally, as a telegraph tariff," found earlier on the Continent and in the United States, has become common in Britain only since about 1890.

As related to Customs duties, the word *tariff* has the following meanings:

1. A list or schedule of articles of merchandise with the rate of duty to be paid to the Government for their importation or exportation.
2. A duty levied according to such schedule, or such duties collectively, especially on one class of articles; impost; as the *tariff* on silk.
3. The law in which a schedule of duties is fixed and imposed; also, the principle in general, governing the imposition of duties.

The tariff is one means of controlling the economic life of a nation in relation to that of other countries. Tariffs are the oldest and most general type of import restrictions. They may exist for revenue, for protection of local industries, as a means of controlling the volume or kind of imports, for their effect on exchange, or for other purposes. Certain classes of foreign trade may be impeded by the application of Customs taxes, or duties, while others may be encouraged or speeded up by preferential rates or bounties. This system which makes it easier and cheaper or more expensive and harder for goods to enter or leave a country has a direct influence on the national, commercial, and industrial life. (*See* Tariff *headings;* Customs *headings;* Most-favored-nation clause; Duty *headings.*)

The Tariff and Its History is now out of print, but should be available at general libraries. Copies are available for reference at the Tariff Commission in Washington and at its office in the New York Custom House.

Tariff Act amendment. *See specimens, pages 928–929.*

Tariff Act of the United States. The tariff is a law passed by the Congress and approved by the President as in the case of any other law of the United

States Government. It is primarily a statement of the conditions under which imports may be brought into the United States. It contains (1) a list of charges, or duties, payable upon the importation of those articles which are subject to such duties, (2) a free list, or list of those articles which may be imported without payment of duty, (3) special provisions of law relating to the operation of the tariff, and (4) the administrative provisions of the law.

The duties are stated as specific amounts per unit (specific duties), or as percentages of values (ad valorem duties), or as the two combined (compound duties). A duty, for instance, may be 5 cents per pound or it may be 20 per cent of the value, or it may be 5 cents per pound and 20 per cent of the value. The rates vary according to the nature of the articles to which they relate. The law also specifies the conditions under which imports may be brought in, such as the manner of marking them, the method of calculating and paying the duties, the regulation of storage or the re-exportation, and many other considerations.

The Constitution of the United States prohibits the imposition of any tax or charge on exports.

The first tariff law of the United States was passed on July 4, 1789. Since that time there have been many new tariffs, each of which repealed and superseded its predecessor. The present tariff law is the Tariff Act of 1930, which became effective on June 18, 1930. The general tariff laws preceding that act were the Tariff Act of 1922, known as the Fordney-McCumber tariff; the Tariff Act of 1913, known as the Underwood tariff; the Tariff Act of 1909, known as the Payne-Aldrich tariff; the Tariff Act of 1897, known as the Dingley tariff (*see* Argol agreements); the Tariff Act of 1894, known as the Wilson-Gorman tariff (*see* Wilson Tariff Act); the Tariff Act of 1890, known as the McKinley tariff; and so on. These laws are generally known by the name of the legislators who have been most prominently identified with their enactment.

The administration of the tariff law is committed exclusively to the Treasury Department through the Customs Service, which has agencies under the charge of collectors of the port at each place where imports come in. These are located at all coastal cities and at some interior places to which imported articles are sent for delivery direct upon importation without being previously opened. Articles arriving in the mail from foreign countries are handled by representatives of the Customs Service in the post offices. Regulations governing the Customs Service are made by the Secretary of the Treasury, but no rate of duty may be changed except by authority of the Congress or by the President in accordance with administrative provisions of the law.

The Tariff Act of 1930, also known as Public Law No. 361, states that its purpose is: "To provide revenue, to regulate commerce with foreign countries, to encourage the industries of the United States, to protect American labor, and for other purposes" as approved by the President of the United States on June 17, 1930.

Section 4.90, Tariff Act of 1930, provides for general order as follows: "Whenever entry of any imported merchandise is not made within the time provided by law or the regulations prescribed by the Secretary of the Treasury, or whenever entry of such merchandise is incomplete because of failure to pay the estimated duties, or whenever, in the opinion of the collector, entry of such merchandise can not be made for want of proper documents or other cause, or whenever the collector believes that any merchandise is not

correctly and legally invoiced, he shall take the merchandise into his custody and send it to a bonded warehouse or public store, to be held at the risk and expense of the consignee until entry is made or completed and the proper documents are produced, or a bond given for their production."

Any warehouse in which general order merchandise is stored must be a bonded warehouse. There are eight classes of bonded warehouses, but general order merchandise would only be ordered into warehouses of Class 3. (*See* Warehouse, bonded (3); Warehouse (for) general order merchandise.)

Tariff agreements, United States. (*See* Agreements, reciprocal trade.) Reciprocity agreements between the United States and other countries include tariff agreements. The United States Department of State handles negotiations for all reciprocal international agreements (*see* Most-favored-nation clause). Tariff agreements have as their main purpose the development and the encouragement of international trade by smoothing the flow of goods to and from the two countries entering such agreements through mutual concessions and reductions of the duties levied on each other's imports. Certain series of trade agreements made by the President of the United States under the Tariff Act of 1897 (Dingley tariff) are known as *Argol agreements,* now terminated, while others, such as the so-called *Kasson treaties,* were submitted but not brought to a vote. (*See* Argol agreements.)

Tariff, agricultural. The agricultural tariff lays duties on agricultural products.

Tariff, autonomous. A tariff which is scheduled by the nation's legislature or executive without regard to other nations. The schedule therefore, is produced or established domestically, in contrast to the conventional tariff, which establishes its rates by commercial treaty (*see* Agreements, reciprocal trade; Most-favored-nation clause). An autonomous tariff may be a single or a double tariff. In the latter case, it is usually a maximum and minimum tariff. The autonomous tariff gives the nation's tariff-making authority the greatest measure of liberty in fixing the rates, since, if strictly adhered to, no pledge or promise has been made to any foreign country which in any way defines or restricts the tariff rates.

Tariff, bargaining. A tariff whose schedule or schedules include rates designed primarily for bargaining purposes, or which contain some general provision for the imposition of higher duties upon products of countries whose tariff policy is considered unsatisfactory. (*See* Argol agreements.)

Tariff charges. The charges of duty set forth in the tariff schedule.

Tariff, classification of. The classification of a tariff involves two entirely different problems: (1) the arrangements of the contents of the tariff law, and (2) the placing of the commodity under the proper paragraph of the law.

Tariff Commission, United States. Created by act of Congress, approved in 1916. The Tariff Act of 1922 augmented its powers and functions, introducing the rate-adjustment power by which provision was made for the change, by Presidential proclamation, after investigation by the Commission, of existing duties according to procedures and limitations set forth in the act.

It is primarily the duty of the United States Tariff Commission to investigate and report upon tariff matters, and the Commission is charged with investigating the administration and the fiscal and industrial effects of the United States

Customs laws and with studying the relations between the rates of duty on raw materials and on finished or partly finished products.

Investigation of foreign and domestic tariff relations. The Commission is responsible for investigating the tariff relations between the United States and foreign countries, including commercial treaties, preferential provisions, and economic alliances. It studies the volume of importations as compared with domestic production and consumption and the effect of foreign export bounties and preferential transportation rates. It also investigates conditions, causes, and effects relating to competition of foreign industries with those of the United States, and costs of production.

Surveys of domestic and foreign industries. In carrying out the requirements of law mentioned above, the Commission has made many surveys of industries, publishing them separately or in a series such as the *Summaries of Tariff Information*, which contain a factual digest concerning each of the approximately 3,000 commodities in the dutiable schedules and on the free list of the Tariff Act.

Investigation of domestic and foreign manufacturing costs. The Tariff Act of 1930, as did the act of 1922, charges the Commission with investigating the difference in production costs of similar articles manufactured in the United States and abroad, reporting its findings to the President, who may change the rate of duty in accordance therewith to the extent of a 50 per cent increase or decrease in the existing duty, the maximum change permitted by the law. A considerable number of tariff rates have been changed in this manner. However, a provision of the Trade Agreements Act of 1934 precludes the application of the provisions for executive changes in tariff rates on the basis of cost-of-production investigations to any article with respect to the importation of which into the United States a foreign trade agreement has been concluded under that act.

Studies of import invoices. To carry on properly its work of acquiring basic factual information on the import trade, the Commission makes extensive studies of the invoices and records of imports at the ports of entry and, principally for this purpose, maintains an office at the Custom House in New York.

Unfair competition in import trade. The Commission investigates allegations of unfair methods of competition and unfair acts in the importation or sale of articles in the United States and reports to the President cases in which such methods or acts are established. The President may direct exclusion of the articles from entry into the United States.

Special investigations ordered by the President and by Congress. In addition to the investigations under the various sections of the tariff law, the Commission also orders special investigations at the direction of the President, the Senate, or the House of Representatives. In conducting these investigations, the Commission is carrying out the requirement that it supply the President and the legislative branch of the Government with such tariff and related information as they may request. Because it is considered that the Commission's facilities are particularly adapted and the experts on its staff are well qualified to make certain investigations or special studies, the Commission is frequently called upon to perform such activities.

Ascertainment of foreign discriminations. It is the duty of the Commission to ascertain, and at all times be informed, whether any foreign country discriminates against the

commerce of the United States, by discriminatory charges, regulations, laws, administrative regulations, or practices in regard to Customs, port charges, classifications, or otherwise. The Commission reports its recommendations and findings to the President.

Negotiation of foreign-trade agreements. The Trade Agreements Act of June 12, 1934, designated the Tariff Commission as a source of information and advice to the President in the negotiation of foreign trade agreements involving modifications of tariff rates. The Commission, together with other governmental agencies, assists the Department of State in the preliminary examination and preparation of material for actual negotiations, and the Commission is represented on the various committees of the trade agreements organization. Considerable assistance also is furnished to the Committee for Reciprocity Information, and the hearings of the Committee are held in the offices of the Tariff Commission. (*See* Agreements, reciprocal trade.)

Agricultural program. When the President has reason to believe that articles are being, or are practically certain to be, imported into the United States under such conditions and in sufficient quantities to render ineffective or to interfere materially with certain benefits provided by law for agriculture, he is authorized to have the Tariff Commission make an investigation. If, after the Commission's report, the President finds that the imports are entering, or are practically certain to enter, under such conditions and in such quantities as to defeat the purposes of the acts relating to this program, he may impose, within certain restrictions, fees or quantitative limitations on the imports of articles under consideration.

Investigation of competition from Philippine articles in the United States. The Philippine Trade Act of 1946 provides for the free entry of Philippine articles into the United States during the period of approximately 8 years ending July 3, 1954, and, thereafter, for gradually diminishing tariff preferences for a period of 20 years. Quotas were provided by Congress for certain leading articles imported from the Philippines, and provision was made for quotas on other articles to be imposed by the President if investigation by the Tariff Commission indicates that this action may be necessary to insure against substantial injury to domestic industries from Philippine competition in this market. These additional quotas cannot be made effective before January 1, 1948, but the Commission was authorized to make investigations before that time.

The Tariff Commission issues its own publications, contained in its List, and obtainable from it direct, free of charge, while its supply lasts, or otherwise from the Government Printing Office.

Tariff, compound. *See* Tariff, mixed; Duty, compound.

Tariff, conventional. A tariff which has been established on the basis of commercial treaties (*see* Agreements, reciprocal trade: Tariff, general; Tariff, autonomous), in contrast to the autonomous tariff.

Tariff, conventional and general. *See* Tariff, conventional.

Tariff, differential. Applies to rates intended to favor or prejudice the importation of particular goods, or particular grades of a given article, in a special degree, on grounds peculiar to these goods or to the circumstances attending their importation. It may also be directed against the source from which the articles come (*see* Duty, countervailing; Dumping).

Tariff, double. *See* Tariff, single-schedule; *also* Tariff, maximum and mini-

mum; Tariff, general and conventional; Tariff, multiple.

Tariff, educational. The name applied to a tariff which is used to establish or develop new industries until they can meet world competition.

Tariff, flexible. A tariff in which a measure of discretion is given to the executive to change individual, statutory tariff rates.

Tariff, foreign. The tariff established by a foreign nation.

Tariff, general. The single-schedule tariff is also called the *general tariff.*

Tariff, general and conventional. *See* Tariff, conventional.

Tariff, graded. These rates specify different classes for the commodity on which duty is levied and establish a different rate for each class.

Tariff, graduated. A graded tariff whose steps are uniform and numerous.

Tariff information. Tariff information can always be obtained from the Customs authorities of the United States or any other country. In the United States, not only does the United States Customs Service supply information on United States tariff rates, but the Department of Commerce, through its Office of International Trade, publishes information regarding duties levied in foreign countries and also gives the required information on such duties to United States foreign trade (*see* Office of International Trade of the Department of Commerce). The annual *Custom House Guide*, New York 4, N. Y., contains an alphabetical index showing the rates of duty on 30,000 commodities.

Tariff laws. The laws which all countries establish in connection with their tariffs.

Tariff, maximum and minimum. These tariffs necessitate the establishment of two more or less complete schedules, one containing maximum and one minimum rates for the articles scheduled on the tariff list. The rates of the two schedules may be identical for some items. The executive is authorized to bargain for the maximum rates, while making no concessions below the minimum. Sometimes the minimum rates may be broken up into a number of rates while the maximum are not so divided, or the reverse may be true. The greater specialization or division of rates in one column is usually due to the desire to discriminate more closely in the application of the schedule in question.

Tariff, mixed (compound). (*See* Duty, compound.) A rate of duty which combines specific and ad valorem rates.

Tariff, multilinear. *See* Tariff, multiple.

Tariff, multiple. Multiple tariffs, regardless of their various forms, involve the establishment of two or more schedules of duties. Duties on the imports from any particular country are then based on the rates from one or another of these schedules. A government which employs two or more such distinct schedules may penalize another which pursues a policy unsatisfactory to it by applying to that country's imports the rates of the higher schedule; on the other hand, it may favor another with whose policy it is satisfied by extending to its imports the benefit of the rates in the lower schedule. The multiple tariff is in contrast to the single tariff, and is also known as the *multilinear tariff.* Multiple-schedule tariff systems are expressed by the following combinations: preferential tariff (*see* Tariff, preferential), maximum and minimum tariff (*see* Tariff, maximum and minimum), and general and conventional tariff (*see* Tariff, general and conventional). It is to be understood, of course, that the rates in each column of a multiple

tariff may (and ordinarily do) vary considerably.

Tariff, official value. *See* Value, tariff, official.

Tariff, preferential. (*See* Tariff, differential; Agreements, reciprocal trade; Most-favored-nation clause; *and other* Tariff *headings.*) A schedule of especially favorable rates (or exemptions from duty) applicable only to products of specified areas, or a tariff containing such a schedule. Apart from preferential rates resulting from trade agreements, often colonies and dominions are favored by the mother country. And the colonies or dominions apply special rates in favor of the mother country and of some or all of the other dominions and colonies of the same sovereignty. The preferential schedule of rates and exemptions is in addition to a general tariff, general and conventional tariff, or maximum and minimum tariff. If a country has no preferential tariff, but collects the same rate of duty on a given kind of import regardless of source, it is said to maintain the *open door.* (*See specimen, pages 930–931.*)

Tariff, protection. *See* Tariff, protective.

Tariff, protective. A tariff levied on imports of products which compete with domestic products, thus burdening or eliminating such competition (*see* Protection). The favoring of domestic producers may also be accomplished by the payment of bounties or by other methods of strengthening the domestic producers against foreign competition (*see* Quota; Prohibition; Exchange control; Licensing; Mixing; Sanitary restrictions; Marking regulations).

Protective tariffs have been employed since early times and today still play an important role in the economic and political life of nations. They are in contrast to free trade and to tariffs for revenue only. (*See* Tariff, revenue.) A protective tariff whose rates are substantial yet not prohibitive may produce large revenues. (*See* Protective duty.)

Tariff, retaliatory. Tariff laws generally authorize the executive to retaliate against countries which discriminate against their commerce, or sometimes against the imposition of unduly high rates. Retaliation takes the form usually of withdrawing most-favored-nation treatment from the products of the offending country and applying the rates of a general tariff, a maximum tariff, or some special penalty tariff. A tariff war is a likely result, and prohibitions rather than tariffs may ensue. The term *retaliatory tariff* is sometimes used loosely to cover also duties applied, not to penalize the commerce of a whole country, but to particular products, or products of particular firms, to offset or neutralize methods of competition considered unfair. (*See* Bounties; Duty, countervailing; Dumping.)

Tariff, revenue. A tariff strictly for revenue is one imposed only on products which the country does not produce, or one whose rates merely offset or equalize domestic excise taxes.

In common political usage, however, the term *revenue tariff* is used in regard to tariffs on competitive imports when the speaker wishes to belittle its "protective" effect by stressing the revenue to be expected.

Tariff, single-schedule. This tariff, also called *general, unilinear,* or *single-line tariff,* employs one schedule of duties. It offers for any given article but one rate of duty, which applies to importations of that article from any and all countries. It is in direct contrast to the multiple tariff.

The United States tariff prior to the trade agreements negotiated under the act of 1934 was frequently designated as *single schedule* despite the

separate rates applicable to products of Cuba. The United States conceded to Cuba a uniform reduction of 20 per cent of its rates, and the Cuban rates were not published as a separate schedule. For this reason or because of the relative unimportance of Cuba in United States trade, the separate Cuban rates were frequently overlooked or ignored. In certain other cases, also, minor exceptions have been ignored in classifying tariffs as single-schedule tariffs.

Tariff, sliding-scale. This tariff establishes duties which vary for the same grade of a commodity with current prices. They may be either ad valorem or specific.

Tariff, specific. (*See* Customs schedules; Duty, ad valorem.) This tariff is established and its duties determined on units (of weight, or individual pieces of merchandise), as, for example, 25 centimes a pound or 100 pesos per article, or according to their gauge or other measure of quantity. This necessitates the listing of all articles that are to be taxed on their importation on a specific basis in the country's Customs tariff. This tariff is in contrast to the ad valorem tariff. (*See* Weight *headings.*)

Tariff, statutory. This is a tariff established by law, as distinguished from the conventional tariff or from rates established by executive decree. (*See* Tariff, conventional.)

Tariff system. The system which a nation adopts for its Customs tariff varies: single tariff, multiple tariff, and so on. (*See other* Tariff *headings.*)

Tariff, transit. These are tariffs which are levied on foreign goods passing through a country.

Tariff treaty. The treaty between two countries on the basis of mutual reductions of duties in order to increase trade between them. (*See* Agreements, reciprocal trade; Rate, bound.)

Tariff, unilinear. *See* Tariff, single-schedule.

Tariff union. A treaty between nations in which they agree to become one Customs territory (*see* Customs union).

Tariff, (ad) valorem. (*See* Duty, ad valorem.) Under an ad valorem tariff, duties are levied according to the value of the products. (*See* Value *headings;* Ad valorem.)

Tariff, valuation. Under such a tariff the rates of duty are nominally ad valorem, but are assessed according to an official schedule of values, drawn up by the government or special commissions, which generally include on their staff both officials and merchants. (*See* Value for appraisement; Value, tariff, official.)

Tariff value. *See* Value *headings.*

Tariff value, official. *See* Value, official tariff.

Taring (of) containers. *See* Sugar, taring of containers.

Tax assessing. The fixing of the rate of a tax.

Tax assessment. *See* Tax assessing.

Tax assessor. One who fixes the rate of a tax.

Tax, export. A tax placed by certain countries on exports, thereby increasing the price of the exported goods for the foreign purchaser.

The Constitution of the United States prohibits the imposition of any tax or charge on exports. (*See* License tax, export-import.)

Tax, export-import license. *See* License tax, export-import.

Tax, license, export-import. *See* License tax, export-import.

Tax refund, drawback. *See* Drawback, tax refund.

Tax, tonnage. A regular tonnage tax or duty per net ton, not exceeding a maximum aggregate per net ton in any one year, is imposed on each entry of all vessels which enter a United States port from any foreign port, the

tonnage tax rate varying with the port from which the vessel came. With the tonnage tax, foreign vessels also pay what is known as *light money*, which is levied (per net ton) and collected in the same manner and under the same Customs regulations as the tonnage tax. The regulations provide detailed data as to both taxes, as well as exceptions and exemptions. (*See* Tonnage year; Tonnage tax; *see specimen, page 934.* (*Payment Certificate*).)

Taxation. The portion of the citizens' earnings and wealth which has to be paid to the government for the meeting of government expenditures. It is also the act of levying or imposing such a tax.

Taxation, foreign. The United States foreign trader should become acquainted with the tax laws of the country with which he does business or in which he establishes a branch or contributes to the development of industries and resources. It is often possible that he may be taxed in the foreign countries in connection with such activities, and, as tax laws change constantly, either his agent or officials abroad should so inform him, or he should obtain this information through the United States Consul or other government departments, notably the respective departments of the United States Department of Commerce. Certain countries have or make treaties which provide that their subjects shall be free from such taxation in their country, thus avoiding a double tax—both at home and abroad.

Tea imports. The Tea Act forbids the entry into the United States of any tea that fails to meet the standards of quality, purity, and fitness for consumption established by the Government. Since its passage in 1883, tea shipped to the United States has been so improved that rejections now average only about half of 1 per cent of the total annual tea imports of approximately 100,000,000 pounds.

Under the provisions of the Tea Act, a board of seven tea experts, appointed each year by the Federal Security Administrator, fixes uniform standards of quality, purity, and fitness for consumption for teas to be imported into the United States. Samples of these standards are sold at cost to importers, who send them to their agents in the Far East, and similar samples are placed in the hands of the tea examiners at the ports of Boston, New York, San Francisco, and Seattle. Samples from each line of tea offered for entry at these as well as other ports are tested by organoleptic (sight, odor, taste) and chemical criteria to determine quality and freedom from impurities and coloring matter. Those that do not conform to the standards are refused entry by the Customs officials. However, tea waste, tea siftings, tea sweepings, and low-grade tea may be brought into the United States if they are to be used solely for manufacturing certain chemical products. The importer of such tea must give bond to the collector of Customs that their identity will be destroyed during the process of manufacture.

Under the law an importer may appeal within 30 days to the Board of Tea Appeals when he is of the opinion that a shipment of tea has been unfairly rejected. This Board is made up of three members of the Federal Security Agency, one of whom is a member of the Food and Drug Administration, the agency administering the Tea Act. The members of this Board do not test tea. They receive appeals and make all arrangements for securing the services of outside tea experts to make examinations. Their final decision is based upon the findings of the outside experts em-

ployed by the Board, and there is no appeal from the decision of the Board. The importer is allowed six months in which to remove his rejected tea from the country, and failure to do so will result in the shipment being destroyed. (*See* Food imports.)

Techniques. Foreign trade is a profession, and requires the knowledge, experience, and expertness of any profession, science, or art. Moreover, it is divided into many different categories and fields of endeavor, which in turn have their own professional leaders and experts who, while all working to the same end and purpose —the development and extension of foreign trade—possess a knowledge and practice techniques which differ from those in other branches of foreign trade. Therefore, the methods, or the details of procedure, and the manners, both of performance and of execution with reference to such an expertness and practical experience, are varied and, being professional, highly developed. Therefore, in order to know techniques in various foreign trade fields and in connection with different and varying forms of execution, and in order to fully understand interpretation of terms, guiding provisions, procedures, terms, techniques, and the like, it is necessary to consult the various headings in this book which refer to the particular method or procedure in question. Thus, the headings of the most frequently occurring and important *techniques* will disclose these various methods, for example: "Bill of lading," "Freight forwarding," "Letter of credit," "Entry of goods," "Customs entry," "Foreign Trade Zone," "Appraisement," "Commodity Exchange," and similar descriptive headings of the very subject itself. Again, there are foreign trade techniques in connection with shipping, banking, insuring, forwarding, and so forth, and descriptions will be found in the respective alphabetical classifications. Then there are headings of a general nature, which by their styling ("definitions," "conditions," "instructions," "contracts," "guiding provisions," "trading mechanics," "terms," and so forth) point to information about foreign trade procedures and techniques, interpretations of terms, and guiding provisions, for example: "Definitions of foreign trade," "Payment terms," or "Conditions of sale."

Tel quel. Run-of-the-mine. (*See* Tale quale; Run-of-mine.)

Telecommunications, foreign. For information concerning international telecommunications negotiations and agreements, consult Telecommunications Division, Department of State, Washington 25, D. C.; for data concerning foreign communications facilities and laws, consult the Office of International Trade of the Department of Commerce. The Federal Communications Commission, Washington 25, D. C., is a source of information for communications tariffs and statistics. Consult also the Transportation and Communication Department, Chamber of Commerce of the United States.

The following companies issue informational publications in the field of communications: All America Cables and Radio, Inc., 67 Broad St.; American Telephone and Telegraph Co., 195 Broadway; Commercial Cable Co., 67 Broad St.; Mackay Radio and Telegraph Co., 67 Broad St.; Press Wireless, Inc., 1475 Broadway; RCA Communications, Inc., 66 Broad St.; and Western Union Telegraph Co., 60 Hudson St.—all in New York City, N. Y.

Telegraph. *See* Cable and radio.

Telegraphic transfer. *See* Draft, cable; Cable transfer.

Telephone. The long-distance telephone has become a very important factor in

connection with foreign trade and shipping. Its services are international; it serves in many ways the exporter, importer, and shipper, and all those who are directly and indirectly connected with the transactions resulting from sales and purchases for export and import (such as bankers, insurance agents, brokers, and agents).

The field of enterprise of the telephone, as far as foreign trade is concerned, is not limited to the telephone, but includes the broader territory of electrical communication, that is, communication by wire or by radio and through either coded symbols or sounds, as in the teletypewriter and speech communication, or pictures and television. The latter soon will help to show foreign buyers not only products, but their use, their home (or factory) where they are manufactured, and the officials with whom the buyer is otherwise in communication (by mail, cable, or telephone).

Temporary admission (of) imports. *See* Admission, temporary.

Temporary airports (of) entry. *See* Airport.

Temporary dock receipt. *See* Dock receipt.

Temporary documents, vessel. *See* Vessel documents, marine.

Tender. A small boat which "tends" to the requirements of a larger vessel, such as the bringing aboard of provisions, passengers, and mail; it also serves as communication between boat and shore.

A *tender* is also an offer made as the result of bids being asked for a contract, the offer being *tendered* and submitted for acceptance. It is generally used in connection with government or other public contracts when "tenders are invited" and the details of the bids are later made public.

Tenor. From Latin *tenere*, "to hold." The term fixed for payment of a draft.

Terminal charges. Charges made in connection with the handling of railroad freight.

Terms. *See* Techniques.

Terms (of) credit. *See* Payment terms.

Terms (of) payment. *See* Payment terms.

Terms (of) payment, consignment. *See* Consignment, terms (of) payment.

Terms (of) sale. *See* Quotation; Delivery date; Definitions, foreign trade, American; Conditions (of) sale; Payment terms.

Territory, agent's. *See* Agent's territory.

Territory, Customs. *See* Area; Zone, foreign trade.

Test (for) moisture. *See* Sampling.

The prompt. The delivery date is also known as *the prompt*. (*See* Auction.) It is the last day of the delivery period.

Theft insurance. *See* Insurance (against) theft.

Thirty-day draft. *See* Draft, time.

Thos. Cook and Son. This world-wide travel agency, founded over one hundred years ago, serves foreign traders both directly and indirectly. Its facilities to aid travelers extend from arranging the sales trips of travelers to traveler's checks (*see* Salesman). Cook's also is an international banking organization, which, in addition to its traveler's checks, issues letters of credit (*see* Letter of credit) and drafts payable at its foreign branch offices or those of its correspondents. In this manner, Cook's will also cash a foreign letter of credit, duly presented and verified, having the bearer draw a draft on the bank which issues it and paying the equivalent at its offices. On the other hand, Cook's will issue a draft on its foreign offices or those of its correspondents, which, instead of being charged to a L/C (letter of credit) are charged to Cook's A/c (account), so that these drafts can either be presented or forwarded and used in foreign trade transactions for payments and establishment of credit.

Cook's also has an international organization for the handling of baggage and merchandise, which it will ship and forward to any part of the world. Special foreign banking and exchange departments are well-known features of this service (*see specimens, page 932*).

Through B/L. *See* Bill of lading, through; Letter of credit, *heading:* "Documents."

Through bill of lading. *See* Bill of lading, through; Letter of credit, *heading:* "Documents."

Through R/R B/L. *See* Bill of lading, through.

Through R/R bill of lading. *See* Bill of lading, through.

Through railroad B/L. *See* Bill of lading, through.

Through railroad bill of lading. *See* Bill of lading, through.

Through S/S B/L. *See* Bill of lading, through; Letter of credit, *heading:* "Documents."

Through steamship B/L. *See* Bill of lading, through; Letter of credit, *heading:* "Documents."

Through steamship bill of lading. *See* Bill of lading, through; Letter of credit, *heading:* "Documents."

Tidal wave insurance. *See* Insurance, tidal wave.

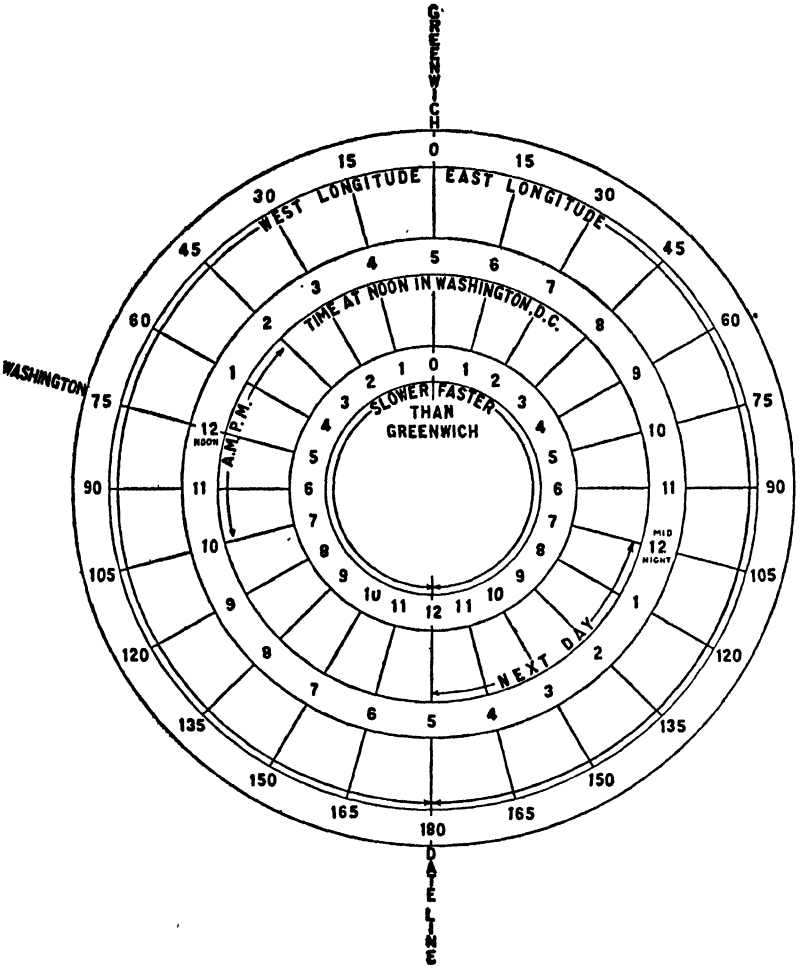
Till. *See* Until.

Time. The following list gives the time in some important cities of the world, outside of continental United States, at 12 noon Eastern Standard Time.

Alexandria, Egypt	7 p. m.
Athens, Greece	7 p. m.
Baghdad, Iraq	8 p. m.
Bangkok, Siam	12 midnight.
Batavia, Java	12:30 a. m. next day.
Berlin, Germany	6 p. m.
Bombay, India	10:30 p. m.
Brussels, Belgium	5 p. m.
Bucharest, Rumania	7 p. m.
Buenos Aires, Argentina	1 p. m.
Cape Town, South Africa	7 p. m.
Caracas, Venezuela	12:30 p. m.
Copenhagen, Denmark	6 p. m.
Dawson, Yukon	8 a. m.
Edmonton, Alberta	10 a. m.
Freetown, Sierra Leone	4 p. m.
Geneva, Switzerland	6 p. m.
Halifax, Nova Scotia	1 p. m.
Havana, Cuba	12 noon.
Hong Kong, China	1 a. m. next day.
Honolulu, Hawaii	6:30 a. m.
Lima, Peru	12 noon.
London, England	5 p. m.
Madrid, Spain	5 p. m.
Manila, Philippine Islands	1 a. m. next day.
Mexico City, Mexico	11 a. m.
Montevideo, Uruguay	1:30 p. m.
Montreal, Quebec	12 noon.
Paris, France	5 p. m.
Perth, Western Australia	1 a. m. next day.
Rio de Janeiro, Brazil	2 p. m.
Rome, Italy	6 p. m.
Shanghai, China	1 a. m. next day.
Sydney, New South Wales	3 a. m. next day.
Tokyo, Japan	2 a. m. next day.
Valparaiso, Chile	12 noon.
Vancouver, British Columbia	9 a. m.
Vienna, Austria	6 p. m.
Wellington, New Zealand	4:30 a. m. next day.
Winnepeg, Manitoba	11 a. m.

The International Meridian Conference, held in Washington, D. C., in 1884, established as the prime meridian, from which time was to be counted, the meridian passing through Greenwich, England. The meridian 180° from this prime meridian was made the International Date Line, but, in order to include islands of the same group in the same day, it has been necessary to vary the line from the 180th meridian at some places. The official date line runs from 70° N. to 60° S. in accordance with the following description:

Starting at the 180th meridian at 70° N., thence
southeasterly to 169° W., 65° N., thence
southwesterly to 170° E., 52°30′ N., thence
southeasterly to the 180th meridian at 48° N., thence



southerly on the 180th meridian to 5° S.; thence
southeasterly to 172°30′ W., 15°30′ S., thence
southwesterly to the 180th meridian at 51°30′ S., thence
southerly on the 180th meridian to 60° S.

When crossing this line in a westerly direction (that is, from west longitude to east longitude), the date must be advanced 1 day, and when crossing in an easterly direction (east longitude to west longitude), the date must be set back 1 day.

In order to illustrate more clearly the difference in time as one travels from place to place upon the earth, the chart shown in the accompanying figure has been prepared by the National Bureau of Standards. On this chart, the outer circle shows the longitude east and west of Greenwich; the middle circle gives the time as compared with noon in Washington, D. C., and the inner circle shows the time difference from Greenwich.

This diagram will be found useful in picturing the relative locations of various countries and for computing the comparative time between them.

Example: The standard meridian for Japan is 135° E. and that for Turkey is 30° E. What is the time in

each place at noon in Washington and what is the time difference between Japan and Turkey?

Following the radius through 135° E. toward the center, we find that the time in Japan is 9 hours faster than Greenwich and that its time is 2 a. m. next day when it is noon in Washington.

Following the radius through 30° E. toward the center, we find that the time for Turkey is 2 hours faster than Greenwich and that its time is 7 p. m. when it is noon in Washington.

Since Japan is 9 hours faster than Greenwich and Turkey is only 2 hours faster than Greenwich, Japan must be 9 hours minus 2, or 7 hours, faster than Turkey.

Where parts of an hour are involved, the fraction may be added to the full hour difference shown in the diagram.

Example: What is the time in Honolulu (157°30′ W.) at noon in Washington, and how much difference is there in time between Honolulu and England?

Following the outer circle, we find that 157° 30′ W. is halfway between 150° W. and 165° W. The time of Honolulu must then be halfway between the time for the two meridians. The middle circle shows that this would give the time in Honolulu as 6:30 a. m. at noon in Washington, and the inner circle shows that Honolulu time is 10½ hours slower than Greenwich.

The use of summer or daylight saving time developed largely during World War I. The plan was to advance the time in a certain area by a definite amount during the summer months to permit greater use of daylight hours.

In the United States, Congress, in the Act for Saving Daylight, passed in March 1918, advanced the time for all sections of the country 1 hour from the last Sunday in April to the last Sunday in September, the change being made at 2 a. m., when it would cause the least disturbance in schedules. This act was re-enacted in October, 1919, omitting the daylight saving clause, but some states and communities still use daylight saving time by local legislation. The use is by no means general and is entirely a matter of local legislation, having no effect on standard time or time zone boundaries. (*See* Standard time.)

Canada took similar action by the adoption of the Daylight Saving Act of 1918. This act lapsed after that year, but, as in the United States, certain sections still continue to use daylight saving time by local legislation.

In Europe "summer time" is used by many countries, but the method and time of application vary greatly. Some countries have retained the summer time laws and still use advanced time for certain periods of the year.

Time (of) arrival, vessel. The time of arrival of a vessel, for the purpose of reporting the arrival to the United States *Customs*, is the time when she first comes to rest, whether at anchor or at a dock, in any harbor within the Customs territory of the United States. A vessel has to report within 24 hours after arrival in a United States port.

In trade, *time of arrival* is generally understood to mean time of a vessel's arrival *at a specific place.* For example, under the rules regulating the steamship trade of the New York Produce Exchange, a vessel is considered to have arrived at New York on any given day if she passes Sandy Hook before 6 p.m. of that day.

Time bill. *See* Draft, time.

Time charter. *See* Charter, time (*see specimen, pages 748–749*).

Time (of) delivery. *See* Delivery, time of.

Time (of) departure, vessel. The time

of departure of a vessel, as determined by the United States Customs, is the time when she gets under way on her outward voyage and proceeds on the voyage without thereafter coming to rest in the harbor from which she is going.

Time draft. *See* Draft, time.

Time, entry, vessel's. *See* Vessel, entry time.

Time, free (on) arrival. Time given consignees before they have to take delivery of the goods shipped to them or to their order. (*See* Arrival notice.)

Time limit, agent's. *See* Agent's time limit.

Time limit (for) arrival report. *See* Time (of) arrival, vessel.

Time limit change (of draft). *See* Draft acceptance, time limit.

Time limit (for) discharge of vessel. *See* Cargo, discharge of.

Time (of) shipment. When the seller has the option (*see* Option, seller's) to determine the time of shipment, the following terms are often used, unless specific dates or other time specifications are mentioned:

Immediate—5 business days after day of sale.
Quick—3 business days after day of sale.
Prompt—10 business days after day of sale.
Within a Week—7 calendar days after day of sale.
First Week of Month—First 7 calendar days of the month.
Second Week of Month—From the 8th to the 14th inclusive.
Third Week of Month—From the 15th to the 21st inclusive.
Last Week of Month—Last 7 calendar days of the month.
First Half of Month—From the 1st to the 15th incl. except Feb., which is to the 14th incl.
Last Half of Month—From 16th to last day of month incl. except Feb., which is from the 15th to the last day of month inclusive.

The buyer's option, relating to time of delivery, is also often clearly specified. In grain time contracts, for example, the option would depend on the time when the buyer made the call for his merchandise (*see* Option, call). The New York Produce Exchange has the following rule for such grain buyers' options:

"When the call is made by the buyer before twelve o'clock noon, the property shall be due and deliverable before 2:30 P.M. of the same day. When the call is made after 12 o'clock M., the property shall be due and deliverable before 12:30 P.M. of the following business day; or the buyer may specify any particular future day during the term of the option upon which the property shall be due and deliverable, and the property shall be due at 12:30 P.M. on the day designated, and if no call is made the property shall be deliverable before 2:30 P.M. on the day of maturity of contract."

The date and time of shipment are also of importance in connection with the acceptance of shipping documents and payments against letters of credit, the banks having their own rulings and definitions. (*See* Letter of credit, *headings:* "Documents," "Interpretation of terms," "Guiding provisions.")

Time, standard. *See* Standard time.

Time (for) unlading. *See* Unlading, time (for).

Tin, futures contract. *See* Commodity exchange, futures contract, tin.

Title. The legal document proving ownership.

Title abstract. A summary or listing showing whether the legal title proves the right to ownership, or whether liens or other impediments exist.

To (in the sense of "until"). *See* Until.

To be notified. *See* Bill of lading, to order, notify; Letter of credit, export; Letter of credit, *heading:* "Form of credit."

To be shipped. When the words *to be*

shipped are part of a quotation, this signifies that the quotation is made on the basis of goods not yet shipped or arrived at destination or port of shipment.

To bearer. *See* Draft, negotiable; Check.

"To notify." *See* To be notified.

"To order." (*See* Draft; Check; Draft, negotiable; *and other appropriate headings.*) A negotiable instrument, when endorsed "To order," becomes the property of the person or firm to whom it is thus endorsed. The latter, in turn, can then re-endorse it "to order" of a third party, and so on, or cash it or make use of the monies or values (goods) the document represents. Thus, the negotiable instrument or document, endorsed "to order," becomes in effect a value, as specified on its face, which can be used freely by buyers and sellers. (*See* Endorsement; Allonge; Negotiable instrument.) The holder of the negotiable instrument therefore directs by the "to order" endorsement to whom the payment is to be made or the values (goods) to be delivered. These instruments may be drafts, checks, notes, bills of lading, air waybills, warehouse receipts: in short, any negotiable instrument used in trade and commerce.

To order B/L. *See* Bill of lading, to order.

To order bill of lading. *See* Bill of lading, to order.

To order draft. *See* Draft.

To order, notify B/L. *See* Bill of lading, to order, notify.

To order, notify bill of lading. *See* Bill of lading, to order, notify.

Tobacco export. The Tobacco Seed and Plant Exportation Act (54 Stat. 231) was enacted in 1940. It makes unlawful the exportation of tobacco seed and/or live plants from the United States or any territory subject to the jurisdiction thereof unless in pursuance of a written permit granted by the Secretary of Agriculture. The law stipulates that permits (*see specimen, page 933*) may be granted only after proof satisfactory to him that such seed or live plants are to be used for experimental purposes only. Violations are made misdemeanors, punishable by fines of not more than $5,000, or by imprisonment for not more than one year, or by both fine and imprisonment.

Regulations of the Secretary of Agriculture, issued pursuant to the Act, restrict issuance of permits to cases where the consignee is a representative of a government institution or an agency engaged in conducting agricultural experiments in the course of scientific research; and quantities exported under a permit are restricted to the amount necessary for a standard-size experiment-station plot, namely, 14 grams or ½ ounce of seed or 500 live plants of any one variety or strain. The limitation as to quantity does not apply to *Nicotiana rustica*, the production of which in this country is extremely limited and which is used here only for the manufacture of insecticides.

Token coin. The coin's legal value is higher than its intrinsic value.

Tolerance. *See* Variation (of) quantity.

Toll. A tax or fee paid for some privilege or the use of some convenience, as, for example, the use of a bridge, highway, or canal.

Ton. As the usual practice of steamship companies or charterers is to charge freight at their option (*see* Freight by measurement; Freight by weight) by the weight or measurement, whichever is more advantageous to the ship operator, in other words, whichever costs more, and since, generally, measurement goods come into the latter category, the measurement ton of 40 cubic feet, also

called the *freight* or *cargo ton*, is the common shipping ton.

Ton, cargo. Also called *freight ton* (*see* Ton). Measures 40 cubic feet (*see* Freight measurement). It is also known as the *measurement ton* (*see* Ton measurement).

Ton, deadweight. Indicates the weight in tons of the cargo, fuel, provisions, and passengers which a vessel can carry (in the United States, a ton of 2240 pounds, or a long ton). In other words, the total of these deadweight tons, also known as *deadweight tonnage*, indicates the carrying or deadweight capacity of the ship; hence, the weight of the human and other cargo it can carry. (*See* Ton, displacement.)

Ton, displacement. The displacement ton of a vessel gives the weight of the volume of water which the fully loaded ship displaces, such displacement being also known as "down to the marks." The total of these displacement tons, known as *deadweight tonnage*, is generally used for men-of-war and other naval vessels. As they carry neither paying passengers nor cargo (except their own needs, such as fuel, provisions, stores, ammunition, and so on), they are measured by displacement tons. The displacement tonnage indicates the weight of the vessel with everything on board, including human beings. (*See* Ton, deadweight.)

Ton, freight. Also called *cargo ton*. Measures 40 cubic feet (*see* Freight (by) measurement). It is also known as the *measurement ton* (*see* Ton, measurement; Ton, cargo).

Ton, gross. *See* Moorsom system; Tonnage, net.

Ton, long. The long ton (used in the United States, Canada, Great Britain, and the British Dominions) weighs 2,240 pounds or 1,016.06 kilograms (*see* Freight (by) weight).

Ton, measurement. Also known as the *cargo* or *freight ton*. Measures 40 cubic feet. This calculation is based on the fact that it was found at one time that wheat occupies 40 cubic feet per ton. (*See* Tonnage, measurement; Ton, cargo.)

Ton, metric. 2,204.68 pounds.

Ton, register (or **registered**). Measures 100 cubic feet (2.8317 cubic meters) (*see* Tonnage, measurement).

Ton, shipping. Either 2240 pounds weight (in the United States and certain other countries, *see* Ton, long) or 40 cubic feet measurement (50 cubic feet on sailing vessels). (*See* Freight (by) weight; Freight (by) measurement; Ton.)

Ton, short. The short ton weighs 2,000 pounds.

Tonnage. The total number of tons. There are vessel and cargo tons. (*See* Ton, cargo.)

Tonnage, coastwise. (*See also* Coastwise shipping.) Tonnage (or vessels) serving coastal (ocean) ports as well as lakes or rivers. In the United States, such service is reserved exclusively to vessels of American ownership and registry (*see* Vessel register).

Tonnage, deadweight. *See* Ton, deadweight.

Tonnage, deck. *See* Vessel, Measurement of; Tonnage, register.

Tonnage, displacement. *See* Ton, displacement.

Tonnage dues. *See* Tax, tonnage.

Tonnage, gross. *See* Moorsom system; Tonnage, net; Tonnage, register; Vessel, measurement of.

Tonnage, lake. *See* Tonnage, coastwise.

Tonnage, measurement. Indicates the cubical contents or burden of a vessel in tons. It is almost universally calculated today on the basis of the Moorsom system, named after the Englishman who introduced it. The system makes use of the word *tons*, but not in the generally accepted equivalent of weight, but meaning instead 100 cubic feet (*see* Ton, register).

The system indicates the space within a vessel, in units of 100 cubic feet, which are known as *register* or *registered tons*. (*See* Ton, measurement.)

Tonnage, net. In every vessel documented as a vessel of the United States, the number denoting her net tonnage must be deeply carved or otherwise permanently marked on her main beam. (*See* Moorsom system.) Not all the space within a vessel's hull or, in other words, its cubic gross measurement or gross tonnage (*see* Ton, measurement; Tonnage, measurement; Tonnage, register), can be used for passengers or cargo. From such gross measurement must be deducted, for example, the officers' and crew's quarters, master's quarters, space used exclusively for the working of the helm, capstan and anchor gear, charthouse, donkey engine and boiler, store rooms, pantry, engine room, and fuel bunkers. The cubic contents of these, deducted from the gross tonnage, result in the net tonnage. In the case of sailing ships, deduction can be made for space used for storing of sails, but not exceeding 2½ per cent of the gross tonnage.

Tonnage, register. (*See* Vessel register; Vessel registry; Tonnage, gross; Tonnage, net; Tonnage, measurement; Vessel, measurement of.) When the proper deductions from the gross tonnage have been made, the remainder is known as the *net* or *register tonnage*. The register of the vessel must show the number of decks, the tonnage under the tonnage deck, that of the between-decks and above the tonnage deck, and also that of the poop and other enclosed spaces above the tonnage deck. Therefore, the register tonnage of every vessel built within the United States or owned by a citizen or citizens thereof means her entire internal cubical capacity in tons of one hundred cubic feet each.

Tonnage, registered. *See* Tonnage, measurement; Ton, register; Ton; Tonnage.

Tonnage registry. *See* Vessel, registry.

Tonnage, river. *See* Tonnage, coastwise.

Tonnage, sailing vessel. When calculating the net cubic tonnage of a sailing vessel (*see* Moorsom system; Tonnage, net; Tonnage, measurement), the cubic space to be deducted (corresponding to a steamer's engine room, fuel bunkers, and so forth) is that of the sail locker, lamp locker, and so on. The measurement ton of a sailing vessel measures 50 cubic feet, or ten cubic feet more than that of a steamer.

Tonnage tax. (*See* Tonnage year.) The tax paid by a vessel on its net tonnage. The Navigation Laws of the United States contain detailed regulations referring to this tax and its application and payment. (*See specimen, page 934 (payment certificate)*; *see* Tax, tonnage; Certificate (of) tonnage tax.)

Tonnage types. (*See* Ton *headings*; Tonnage *headings*.) Besides the register tonnage of a vessel, there is the gross tonnage, the net tonnage, and the deadweight and the displacement tonnage.

Tonnage year. (*See* Tax, tonnage.) The tonnage year of a vessel is computed (in the United States) from the date of the first entry of the vessel without regard to the payment made at the entry, and expires on the day preceding the corresponding date of the following year. There may be five payments at the maximum and five at the minimum rate during the tonnage year, the rates being fixed by and printed in *Customs Regulations of the United States*.

Total constructive loss. *See* Insurance, total instructive loss.

Total cost. *See* Cost, total.

Total loss. A total loss of the property, either due to its complete destruction or because it has been so injured that

it has no value to the assured, or he is deprived of it.

Total loss, constructive. *See* Insurance, total constructive loss.

"Touch and go." *See* Stranding.

Tourist trade. *See* Export, invisible.

Trace. *See* Tracer.

Tracer. An inquiry or a demand for investigation, to find a missing article, shipment, or the like. (*See specimen, page 935.*)

Trade agreements. *See* Agreements, reciprocal trade; Treaty, commercial.

Trade Agreements (of June 12, 1934). *See* Agreements, reciprocal trade.

Trade Agreements Committee. *See* Agreements, reciprocal trade.

Trade association. Trade associations are legal in the United States only if they do not constrain the freedom of action of their individual members (*see* Cartel).

Trade balance. Generally regarded as the difference in value between a country's imports and exports within a specified time. The balance of trade, in this sense, is regarded or known as favorable or active when exports exceed imports, and as unfavorable or passive when imports exceed exports. (*See* Shipping balance; Trade, favorable balance; Trade, passive balance.)

Trade bank, foreign. *See* Bank.

Trade barriers, artificial. Obstacles placed or found in the way of trade, such as export and/or import restrictions, tariff laws, and tariff schedules (*see* Production control; Export restrictions; Import restrictions; Protection; Tariff, protective).

Trade, barter. *See* Barter.

Trade bill of exchange. *See* Draft, commercial.

Trade bureau. *See* Office of International Trade; Commerce Department.

Trade, carrying. *See* Carrying trade.

Trade channels. The avenues or channels through which trade moves, such as through the exporters for exports, or through the importers for imports.

Trade clubs. *See* Foreign trade clubs in the United States.

Trade, coastwise. *See* Tonnage, coastwise; Coastwise shipping.

Trade commission. *See* Federal Trade Commission.

Trade, control (of). *See* Restraint (of) trade; Quota.

Trade discount. (*See* Discount.) Special discount given to the trade by the manufacturer, or by the distributor to the retailer, but not accorded to the ultimate consumer.

Trade dollar. A silver coin issued by the United States for use in the Oriental and principally China trade. Similar to the United States silver dollar, but weighing 420 grains, and known specifically as "trade dollar."

Trade draft. *See* Draft, commercial.

Trade, export. *See* Export trade.

Trade, favorable balance. (*See* Trade balance; Trade, passive balance.) The trade balance being a computation of the values of all products and merchandise or materials which move during a given period of time over the frontiers of a country (exports and imports), the favorable trade balance means that a country's exports exceed its imports. (*See* Trade balance.)

Trade, foreign. The trade carried on with countries other than the trader's own. (*See* Export trade.)

Trade, foreign, American definitions. *See* Definitions, foreign trade, American; Techniques.

Trade, foreign, definitions. *See* Definitions, foreign trade, American; Techniques.

Trade, foreign, organizations. *See* Foreign trade organizations.

Trade, free. *See* Free trade.

Trade, frontier. *See* Frontier trade.

Trade, improvement. *See* Improvement trade.

Trade, international. The trade carried on among different nations.

Trade-mark. Affords protection to its

owners and prevents their being deprived of effort and monies spent in building up sales of patented or trade-marked goods (brands). Trade-mark laws vary in different countries, both as regards their establishment and with regard to the protection which they afford (*see* Patent). A trade-mark may consist of a distinctive word, emblem, symbol, design, picture, slogan, or other device, or a combination of any of these, applied or attached to goods of a trader or producer for the purpose of distinguishing them from the similar goods of others; or it may consist of a distinctive or original form or shape of a package or container in which the goods are packed or contained. The trade-mark differs from the patent and the copyright. (*See* United States Patent Office, *heading:* "Trade-marks.")

CLASSIFICATION OF MERCHANDISE UNDER THE ACT OF MAY 4, 1906

1. Raw or partly prepared materials.
2. Receptacles.
3. Baggage, animal equipments, portfolios, and pocketbooks.
4. Abrasive, detergent, and polishing materials.
5. Adhesives.
6. Chemicals, medicines, and pharmaceutical preparations.
7. Cordage.
8. Smokers' articles, not including tobacco products.
9. Explosives, firearms, equipments, and projectiles.
10. Fertilizers.
11. Inks and inking materials.
12. Construction materials.
13. Hardware and plumbing and steam-fitting supplies.
14. Metals and metal castings and forgings.
15. Oils and greases.
16. Paints and painters' materials.
17. Tobacco products.
19. Vehicles.
20. Linoleum and oiled cloth.
21. Electrical apparatus, machines, and supplies.
22. Games, toys, and sporting goods.
23. Cutlery, machinery, and tools, and parts thereof.
24. Laundry appliances and machines.
25. Locks and safes.
26. Measuring and scientific appliances.
27. Horological instruments.
28. Jewelry and precious-metal ware.
29. Brooms, brushes, and dusters.
30. Crockery, earthenware, and porcelain.
31. Filters and refrigerators.
32. Furniture and upholstery.
33. Glassware.
34. Heating, lighting, and ventilating apparatus.
35. Belting, hose, machinery packing, and nonmetallic tires.
36. Musical instruments and supplies.
37. Paper and stationery.
38. Prints and publications.
39. Clothing.
40. Fancy goods, furnishings, and notions.
41. Canes, parasols, and umbrellas.
42. Knitted, netted, and textile fabrics.
43. Thread and yarn.
44. Dental, medical, and surgical appliances.
45. Beverages, nonalcoholic.
46. Foods and ingredients of foods.
47. Wines.
48. Malt beverages and liquors.
49. Distilled alcoholic liquors.
50. Merchandise not otherwise classified.

NOTE.—Class 18 was abolished February 24, 1909.

Every United States trade-mark must be used with goods in interstate or foreign commerce, or in commerce with the Indian tribes, before an application is filed. Application for trade-mark registration includes: (1) five specimens or facsimiles of the mark; (2) pen drawing of the mark; (3) petition and statement; (4) declaration; (5) fee of $15. The Patent Office does not provide blanks for ap-

plications, oppositions, cancellations, renewals, or assignments (*see specimens*).

Foreigners must apply for and secure registration of their trade-marks in their home countries before registration can be effected in the United States, and only those whose home countries give reciprocal rights to United States citizens can register. Some person in the United States must be designated to receive notice. A foreigner having a manufacturing establishment in the United States, although living abroad, may register any mark actually used on products of such establishment in the same way as if living in the United States. United States registration does not create the right to use the mark but gives prima facie right to prevent others from using it. Ownership of a trade-mark arises from its use, so it must be used *before* it can be registered.

An applicant does not lose any common law right he may have by applying for registration of his trade-mark. Under the common law a trade-mark is the property of the party who can prove the earliest date of use.

Registration of a technical trade-mark gives prima facie evidence of ownership, the right to sue in the United States courts with increase of damages and destruction of infringers' labels, and the like, together with the right to prevent importation of goods bearing an infringing mark. Full and complete details on trade-marks are contained in the pamphlets entitled *General Information About Protection of Trade-marks,* published and reprinted by the United States Patent Office (April 1, 1946) and obtainable from the United States Government Printing Office in Washington, D. C.

On complying with regulations of the United States Treasury Department and filing there a certified copy of a registered mark and a sufficient number of facsimile or soft copies thereof for distribution to ports of entry, the collectors of Customs will prohibit importation of foreign goods copying or simulating the mark.

Many foreign countries will not register a mark for a citizen of the United States unless it is registered in the United States Patent Office.

The law makes no provision for the registration of a trade-mark by *joint owners* unless they apply as a firm.

The registration of a mark protects not only against the adverse use of that mark but against the use of any mark so like it as to cause confusion or mistake or to deceive purchasers.

A registrable mark is one used with merchandise. The law makes no provision for the registration of marks used only in connection with service, such as insurance, bonding, banks, collection agencies, laundry work, cab service, and the like. Moreover, under the new trade-mark law effective July 5, 1947, these provisions are changed. As an example, and subject to the provisions relating to the registration of trade-marks, so far as they are applicable, service marks used in commerce are registrable in the same manner and with the same effects as trade-marks. The new trade-mark law is Public Law 489 (79th Congress). A copy of it can be obtained from the United States Government Printing Office.

A complete application for registration of a trade-mark comprises:

(1) Five *specimens or facsimiles* of the mark as *actually already in use* on the goods in interstate or foreign or Indian commerce.

(2) A *drawing* signed by the owner or, in his name, by his attorney must be furnished, showing every feature of the trade-mark in the form appearing on the specimens or facsimiles, . . .

(3) A *petition and statement* (which

may be combined) addressed to the Commissioner of Patents and signed by the owner of the mark, whether individual, firm, corporation, or association, requesting registration and giving the full name, residence, postal address, place of business, and citizenship of applicant (if a corporation, the place where incorporated), indicating the specific goods on which the mark is used, with the title of the official class including such goods, the date the mark was first used, and the manner in which it is applied to the goods.

(4) A verified *declaration* that the applicant is the owner of the mark and has the exclusive right to use it, and that it has actually already been used in interstate or foreign commerce, and that the drawing and specimens show the mark as actually already used.

(5) A *fee* of $15.

The application should be plainly written on widely separated lines and on but one side of the paper. All interlineations and erasures must be clearly referred to in marginal or footnotes on the same sheet of paper, and a wide margin must always be reserved upon the left side of each page.

All the papers embraced in the application should be attached together; otherwise, a letter must accompany each part, accurately and clearly connecting it with the other parts of the application.

Owners of trade-marks having business or prospective business in foreign countries should ascertain the nature of the trade-mark laws in those foreign countries in order that they may take proper steps in time to protect their rights.

In many foreign countries piracy of foreign trade-marks and names is made possible because a resident may obtain a registration of a trade-mark without having actually used it in trade. And such a registration may be used to prevent the importation into that country of goods bearing the mark. Owners of marks in the United States might well seek registration of them in foreign countries. This may be done by direct private application before the appropriate departments of such countries.

To effect registration in foreign countries, it is essential that registration be effective in the United States. Having secured registration domestically, the owner frequently may secure registration in foreign countries before actually using the mark there. Duration of certificates of registration in foreign countries varies in accordance with the domestic laws of such countries. In some instances the duration is the same as in the United States.

The foreign trader who exports trade-marked merchandise to other countries must study the laws of those countries in order to ascertain whether and to what extent he can enjoy their protection and what the laws of the foreign country prescribe and what steps he has to take to secure this protection. International treaties often set down regulations for the protection of trade-marks between two countries. The laws vary greatly, and in some countries the domestic producer of certain articles or products must mark his goods with the nationality and the quality of the merchandise as well as the name of the producer. Thus, in each individual country, the laws have to be ascertained if protection is sought by the United States exporter, just as the foreign importer must ascertain and comply with the United States trade-mark laws, for the importation into the United States of merchandise of foreign or domestic manufacture is prohibited if such merchandise bears a trade-mark or trade name which copies or simulates a trade-mark or

trade name entitled to protection in the United States, unless such merchandise is imported by or for account of, or with the written consent of, the owner of the protected trade-mark or trade name. Part 11, sections 11.14 to 11.17, inclusive, of the Customs Regulations of 1943, gives detailed instructions regarding trade-marks and trade names, prohibition of their importation, their recording with the Treasury Department, via the Bureau of Customs, and their detention, seizure, release, and exportation. (*See* Trade name.)

Trade-marks, which are registered not only for protection of a product, but also to establish its name and value in the minds of consumers, therefore should attract attention. They should be readily understandable in foreign countries, and should be easily pronounceable, especially if a distinctive or individual word, or a combination of syllables (from several words) or coined words are used.

Trade name. The name of a merchant or business concern is the trade name, which generally is protected, both here and abroad. In the United States, and in many other countries, the owner of a trade name, which is his property, can restrain anyone from using his name, or, in other words, from depriving the owner of the trade name of his property.

Trade papers. Papers published and serving a certain profession, or trade, such as the magazines or papers published for exporters, importers, the oil, hotel, or linen industry, and the like. (*See* Magazines, foreign trade.)

Trade, passive balance. When imports exceed exports. (*See* Trade balance.)

Trade promotion. *See* Foreign trade promotion.

Trade publications. *See* Trade papers.

Trade, re-export. *See* Re-export trade.

Trade, restraint (of). *See* Restraint (of) trade.

Trade restrictions. *See* Restraint (of) trade.

Trade routes. Trade routes are determined and established chiefly by the action and interaction of three different factors; namely, the sources of cargo (and passengers) to be moved; the destination of cargo (and passengers) to be moved; and conditions which determine the paths of least resistance between sources (of cargo and passengers) and destinations (of cargo and passengers). The four principal mediums for the movement of trade, or for trade routes, are the railroads; the rivers, canals, and lakes; the oceans and seas; and the airlines.

Trade, transshipment. *See* Transshipment trade; Transshipment.

Trade treaties. *See* Agreements, reciprocal trade; Treaty, commercial.

Trade treaty, reciprocal. *See* Treaty, reciprocal.

Trade, unfavorable balance. *See* Trade, passive balance.

Trade union. The association or union of persons engaged in the same trade or trades, for the purpose of protecting their interests, improving their conditions of employment, and increasing their wages. (*See* Labor union.)

Trade within United States. *See* Webb Act.

Trade zone, free. *See* Zone, foreign trade.

Trader, free. One who believes in free trade. (*See* Free trade.)

Trading (of) commodities. *See the various headings logically applying to this subject, such as:* Grain, Sugar, *and so forth; also* Commodity *and* Exchange *headings; also see* Techniques.

Trading mechanics, exchange. *See* Techniques; Commodity exchange, trading mechanics.

Traffic, berth. *See* Charter, berth.

Traffic, foreign freight, railroads. *See* Railroads, foreign freight traffic.

Tramp. The tramp, or cargo tramp, or

tramp steamer, is a vessel which carries cargoes and is built for hire or charter and operated as a single unit. Its cargoes generally consist of bulk commodities of low grade. The tramp does not cover regular routes, but picks up any cargo it can get, anywhere it is offered.

The tramp steamer, which generally is not a party to the conference schedules of rates, has its competitive effect on rates because, where speed is not demanded and the quantity of goods is large (as in the case of bulk commodities such as wheat, cotton, coal, ore, and lumber), the shipper may charter a ship for the purpose of delivery of his goods. A ship may be chartered for a given time, a stated voyage, or a voyage out or back; charter rates may be a certain sum per month or an agreed price per ton of cargo carried; contracts usually provide for the number of days allowed for loading and unloading, or "lay days," and charterers must pay demurrage if vessel is delayed longer. (*See* Charter *headings;* Lay days.)

Tramp, cargo. *See* Tramp.

Tramp steamer. *See* Tramp.

Transfer (by) cable. *See* Cable transfer; Draft, cable.

Transfer (of) credit. *See* Letter of credit, *heading:* "Transfer."

Transfer (of) money or funds. The transfer of funds. (*See* Cable transfer; Bank, foreign remittances; Mail transfer.)

Transfer (of) ownership. The change of ownership, by transfer of property or endorsement of a negotiable instrument.

Transfer permit to another warehouse. *See* Warehouse receipt. (*See specimens, page 779.*)

Transfer, telegraphic. *See* Draft, cable; Cable transfer.

Transferee. The person to whom something is being or has been transferred.

Transferor. The person who is transferring or has transferred something.

Transit. Passage through. (From the Latin, *transire,* to pass through.) (*See* Transit shipment; In bond.)

Transit damage. *See* Damage (in) transit.

Transit shipment. Goods which pass through a port and/or have to be unloaded and reloaded to reach final destination. (*See* Export shipper's declaration—in-transit goods; In bond; *see specimen, page 936.*)

Transit tariff. *See* Tariff, transit.

Transportation. Transportation plays a very important part in every foreign trade transaction, for the costs of transportation (*see* Transportation costs) are part of the landed price (*see* Landed cost) of any merchandise sold or bought. The various forms of transportation which serve the nations of the world are all directly or indirectly also serving the foreign trader, whether on land, by sea, or by air. Transportation makes exports and imports possible; all the other steps in trade are dependent on moving the product from producer or manufacturer to consumer.

It is the responsibility of the Export Manager or of the Freight Forwarder to advise on and subsequently to manage details of: routing to seaboard or airport; selection of ports; export freight rates; bills of lading (domestic marked for export, or uniform through export bill of lading); seaboard or airport handling; oversea shipping (including freight rates and ocean bill of lading or international air waybill); insurance in transit, including marine insurance; use of foreign trade zones and free ports where available and appropriate.

(*For definitions of any of the above, see headings concerned.*)

Transportation Act (of 1940). Approved September 18, 1940, the act refers to transportation within the United States. Section 25 (4) of the Inter-

state Commerce Act was repealed by the Transportation Act of 1940. The latter does not apply to bills of lading or air waybills for overseas shipment, although it does apply to transportation in the coastwise and intercoastal trades.

Transportation (by) air. *See* Air transportation *headings;* Air express.

Transportation (in) bond. Merchandise which is carried from one place to another within a country, before Customs or other legal regulations or requirements have been met, is generally carried *in bond.* In the United States, for example, goods which have been imported at a seaport, but which the importer does not wish to have appraised (*see* Appraisement) at the seaport but at an inland collection port (*see* Collection districts and ports), are sent to the last-named port in bond (*see specimens, pages 937–938*). There are many other transports of merchandise which are subject to bond, all of which are specifically treated and described, together with the necessary procedures, bonds, and other details, in the *Customs Regulations* (*see* Bond, Customs). Such transportation in bond, in the United States, can, for example, apply to baggage which is sent for examination to the port (inland) of destination; to baggage which is only passing through (or in transit through) the United States; to transfer of merchandise by bonded cartmen; or to warehouse transfers.

Transportation charges. *See* Transportation costs.

Transportation, combined. *See* Combined transportation. .

Transportation costs. (*See* Transportation.) Transportation costs are a vital factor, as regards both import and export. In connection with imports, the cost at which the foreign producer or shipper can lay down the goods he sold to the United States determines both his chances of competing with other products of a similar nature and the benefit which the United States manufacturer or merchant can obtain by importing from that particular country or shipper. Export shipments and their ability to compete abroad depend on the eventual total landed cost (*see* Transportation; Landed cost), and, as all transportation costs have to be added to the cost of the goods, in addition to other charges such as are made for insuring, banking, and the like, the costs of transportation are of the greatest importance to both the buyer and the seller of merchandise, that is, the importer, who wants the lowest possible landed cost, and the exporter, who wants to be able to compete and to hold his market.

Transportation documents. *See* Documents, transportation.

Transportation entry. *See* Entry, transportation (and) exportation; Customs entry, *heading:* "Withdrawal for transportation entry": Bond *headings.*

Transportation (and) exportation entry. *See* Entry, transportation (and) exportation; Customs entry, *heading:* "Withdrawal for transportation and exportation entry"; Bond *headings.*

Transportation insurance. *See* Insurance, transportation.

Transportation rates. *See* Freight rates; Preferential transportation rates; Railroads, foreign freight traffic; Air transportation and charges; Freight, *various headings;* Transportation costs.

Transportation rates, preferential. *See* Preferential transportation rates; Freight, deferred rebates; Preferential railroad rates.

Transportation (by) truck. *See* Truck transportation.

Transportation without appraisement entry. *See* Customs entry, *heading:* "Immediate transportation without appraisement entry."

Transshipment. The unloading of goods at a port or point, there to be reloaded for final destination. The transshipment frequently causes a loss of time in port or at point of reshipment; the repeated handling may also cause damage and breakage. This risk of damage and breakage is generally the shipper's or the consignee's, according to the terms of their sale and purchase, except in cases where negligence can be proved by ship or dock, or the like, or when the risk is covered by insurance.

Transshipment trade. The business of assembling, preparing, and then redistributing abroad the products of foreign countries. (*See* Transshipment.)

Travel checks. (*See* Salesman; Thos. Cook and Son; American Express Company.) The traveler's checks issued in the United States are generally in small denominations ($10, $20, $50, $100) and in United States dollars. When they are cashed, the check-owner receives the currency of the country in which he finds himself, at the current rate of exchange (*see* Exchange rate). The bank or office which cashes the check makes a deduction for its services. Travel checks prove to be a safe, economical, and convenient way of carrying money, and are accepted everywhere.

Traveler. *See* Salesman.

Traveler, commercial. *See* Salesman.

Traveler's baggage. *See* Baggage.

Traveler's checks. *See* Travel checks.

Traveler's L/C. *See* Letter of credit, traveler's.

Traveler's letter of credit. *See* Letter of credit, traveler's.

Treasury bills. *See* Bills, treasury.

Treasury Decisions. Decisions, instructions, and regulations relating to Customs matters are published regularly in a pamphlet entitled "Treasury Decisions." (*See* Customs regulations.)

Treasury Department of the United States. The original act established the Department to superintend and manage the national finances. This act charges the Secretary of the Treasury with the preparation of plans for the improvement and management of the revenue and the support of the public credit. It further provided that he should prescribe the forms for keeping and rendering all manner of public accounts and for the making of returns. He was empowered to grant, subject to the limitations of the amended act, all warrants for monies to be issued from the Treasury pursuant to legal appropriations, and to furnish information, upon request, to either or both branches of Congress on any matter referred to him or pertaining to his office. The act further stated it to be the duty of the Secretary "generally to perform all such services relative to the finances as he shall be directed to perform."

With the expansion of the country and its financial structure, frequent revisions and amendments to the act have so broadened the scope of the Treasury Department that it now embraces a score or more of diversified bureaus, divisions, and offices, and many new duties have been delegated to its charge. Besides managing the financial affairs of the nation, the Department now controls the coinage and printing of money and the procurement of Federal supplies. The Narcotics Bureau and the Secret Service have been placed under the supervision and jurisdiction of the Treasury Department.

The Secretary of the Treasury is required by law to submit an annual report to Congress upon the condition of the finances, and to make public the first of each month the last preceding weekly statement of the Treasury.

The United States Department of the Treasury comprises:

Bureau of the Comptroller of the

Currency (with supervision of national banks, and similar duties)
Bureau of Customs (*see* Bureau of Customs)
Bureau of Engraving and Printing
Bureau of Internal Revenue
Bureau of the Mint
Bureau of Narcotics
Committee on Practice
Division of Monetary Research.

This Division provides information, economic analyses, and recommendations for the use of the Secretary of the Treasury and other Treasury officials to assist in the formulation and execution of the monetary policies of the Department in connection with the Stabilization Fund, other operations under the Gold Reserve Act, and operations under the Silver Purchase Act.

Analyses are made pertaining to gold and silver, the flow of capital funds into and out of the United States, the position of the dollar in relation to foreign currencies, monetary, banking, and fiscal policies of foreign countries, exchange and trade restrictions abroad, and similar problems. Analyses are also prepared relating to the Customs activities of the Department and to the duties of the Secretary of the Treasury under the Tariff Act and on other matters pertaining to international trade, including the trade agreement program.

In addition, the Division provides economic analyses in connection with the Treasury's Foreign Funds Control, and supervises the collection and use of data obtained in the census of foreign-owned assets in the United States. Economic analyses and reports are also prepared in connection with the Treasury's work on monetary and financial problems in occupied areas.

The Division also is responsible for the economic and financial work in connection with the negotiation of exchange stabilization agreements made by the United States with foreign governments and central banks for the purpose of promoting international exchange stability. The Treasury's operations under these agreements are performed by the Stabilization Fund, which is administered by the Division. Stabilization Fund gold transactions with foreign governments and central banks constitute further responsibilities of the Division.

Division of Personnel
Division of Research and Statistics
Division of Tax Research
Legal Division
Office of the Chief Clerk
Fiscal Service
Bureau of the Public Debt

and several other bureaus and divisions, not in any direct relationship to foreign trade.

Treaties, Kasson. *See* Tariff agreements, United States.

Treaty, bilateral. A treaty between two nations.

Treaty, commercial. A commercial treaty between nations, which may include many provisions on the greatest variety of subjects. It may make special pledges or concessions (*see* Agreements, reciprocal trade; Most-favored-nation clause) in regard to Customs matters as well as to commercial and navigation matters generally. Other provisions usually embodied in commercial treaties may establish, define, restrict, or extend any of the rights, privileges, and interests affecting the officials, citizens, or corporations of any of the contracting countries residing or doing business in the other with reference to any of many matters, as, for example:

Admission of diplomatic and consular officers, their rights, and their activities.

Conditions of residence, travel, and trade.
Matters relating to immigration and emigration.
Navigation, quarantine, and harbor regulations and dues relating thereto.
Conditions for importation, exportation, transit, and warehousing of merchandise.
Special tariff concessions on specified products.
Customs formalities and prevention of smuggling.
Payment of taxes, internal duties, and local dues.
Local traffic within frontier zones of bordering countries.
Rights of commercial, industrial, and financial companies or associations (including insurance companies).
Treatment of commercial travelers and their samples.
Right to possess, inherit, and dispose of real or personal property.
Protection of patents, trade-marks, copyrights, and other forms of intellectual property.
Access to courts of justice.
Police protection and civil rights generally.
Exemption from forced loans or other extraordinary levies, and from military service by land or sea.
Assistance to vessels seeking refuge from damage or shipwreck.
Salvage operations and dues or charges relating thereto.
Coasting trade and port-to-port trade with foreign cargoes.

Commercial treaties are made for the guarding of commercial or other nonpolitical interests of states. Many such interests call for separate or bilateral treaties between single nations; by far the greatest number of international treaties belong to this class. But there are also nonpolitical interests common to all or many nations, and these are fostered by general treaties among many countries (multilateral treaties) rather than by separate treaties between individual states. Accordingly, international treaties have come to exist in great variety and for many different purposes, their scope being as wide and diversified as human interests and activities. The whole field of economic (commercial) interests of nations comes, therefore, within the scope of international treaties, as is seen in the great variety of matters mentioned above, and whatever can be an object of commercial activity can also be an object of international treaties.

Treaty, multilateral. An agreement or treaty made among several nations and adhered to simultaneously by them.

Treaty, navigation. *See* Navigation treaty.

Treaty ports. *See* Port, treaty.

Treaty, reciprocal. (*See* Agreements, reciprocal trade.) Reciprocal trade treaties are agreements between countries on the principle that shippers (sellers) of goods from one foreign country to another (buyers), must give the latter every opportunity to sell their own products and goods in turn to the former, that is, reciprocate —for the purchase made—with a sale.

Treaty, trade, reciprocal. *See* Treaty, reciprocal.

Triangular trip. *See* Trip, triangular.

Tribunal, arbitration. *See* Arbitration.

Trip charter. *See* Charter, trip.

Trip, round. *See* Charter, trip.

Trip, round, charter. *See* Charter, trip.

Trip, single. *See* Charter, trip.

Trip, single, charter. *See* Charter, trip.

Trip, time. *See* Charter, time.

Trip, time, charter. *See* Charter, time.

Trip, triangular. New York—Cherbourg (France), Cherbourg—London (England), London—New York, for example.

Tripartite agreements. An agreement among three parties (or states or nations).

Truck, free on. *See* Railroad free delivery.

Truck service. *See* Railroad truck service.

Truck transportation. For foreign trade shipments, transportation by truck is arranged individually. It is handled on the basis of uniform straight bills of lading (*see* Bill of lading *headings; see specimen, pages 728–729*). Since shipments rarely leave the United States by truck (except for Mexico and Canada), they are virtually domestic shipments from production or shipping point to port of embarkation. (*See* Railroad truck service.)

Trucking (in) bond. *See* Cartage.

True copy. *See* Copy, true.

True market value. *See* Value, true market.

Trust receipt. Abbreviated *T. R.* or *TR.* A document, signed by a buyer, on the strength of which a bank releases merchandise to him for the purpose of manufacture or sale, the bank, however, retaining title to the goods. The buyer obligates himself to maintain the identity of the goods or the proceeds thereof distinct from the rest of his assets and to hold them subject to repossession by the bank. (*See* Draft, time.) (*See specimens, pages 762 and 939.*)

Trust receipts are used extensively under letters of credit, so that the buyer may obtain possession of the goods before he has completed his payments to the bank that issued the credit in his behalf. They are also used extensively in the Far East, where it is customary to purchase on terms of sight draft, 60 or 90 days (*see* Draft *headings*), documents against payment. The collecting bank permits buyers of good standing to clear the goods, under a trust receipt contract, before the maturity date of the draft. (*See* Documents (against) payment.)

Trusts, international. *See* Cartel.

Turnover. The total in values or merchandise achieved by their sale. It also indicates the number of times a certain stock of goods is purchased, sold, and replaced. The turnover is quick or slow according to the time which it takes to sell the merchandise or values.

Turnover, agent's. *See* Agent's turnover.

Turnover, maximum. This is the biggest turnover, which is often employed in order to limit the obligations of a manufacturer or producer as to the quantities he is obliged to deliver or ship within a given time.

Turnover, minimum. The least turnover. Often employed in order to limit an agent's contract; thus, the contract can be cancelled in case the agent does not arrive at a minimum turnover during a given period of time (*see* Agent, contract).

Turnover, scaled. This is the turnover which is arranged according to an increasing or diminishing scale, the former often being used by a manufacturer or producer in determining how the turnover of an agent should increase, after given periods, in order to permit retention of the agency (*see* Agent, exclusive).

Two-column tariff. The same as a double tariff (*see* Tariff, double).

Types (of) tonnage. *See* Tonnage types.

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Ullage. The amount or quantity lacking from filling a cask, vessel, tank, or other container to the top. The word is also used for the loss by leakage of anything contained in a bag, sack, or the like. (*See* Insurance (against) ullage; Wantage.)

Ultimate consumer. *See* Consumer, ultimate.

Unapproved merchandise. (*See* Approved merchandise.) Goods especially susceptible to damage or perishable in their own nature, or used merchandise. Examples: Cement, green fruit, used furniture.

Unclaimed merchandise. *See* Merchandise, unclaimed.

Unconfirmed letter of credit. *See* Letter of credit, unconfirmed.

Underage. Less than the specified sold or bought quantity.

Underdeck. (*See* On deck.) The space below the maindeck of a vessel. An underwriter presumes that all cargo submitted for insurance is loaded *under deck* unless he is advised to the contrary, or is aware that because of its hazardous nature the cargo cannot be lawfully stowed *under deck*, or has to be loaded part *under deck* and part *on deck* properly to trim the vessel, as in the lumber trade.

Under-deck cargo. *See* Underdeck; Insurance, cargo; Insurance, deck cargo; Cargo (under) deck.

Undervaluation. *See* Reappraisement.

Underwriter. Although the term is applied mostly to marine insurers (*see* Lloyd's), the word may apply to any person who agrees to pay an insurance compensation or indemnity to the person insured, for loss sustained, as provided in the insurance contract or policy (*see* Insurance policy). The insurer is called the *underwriter* because he signs his name under the policy which he delivers as his guarantee to pay a certain sum or to indemnify the insured against loss which may arise in the events specified in the policy (*see* Insurance underwriter; American Institute of Marine Underwriters).

Underwriter (of) insurance. *See* Underwriter.

Underwriters, marine, American. *See* American Institute of Marine Underwriters.

Underwriter's policy. *See* Insurance policy; Underwriter.

Unfavorable trade balance. *See* Trade balance.

Ungraded. Goods that have not been graded. (*See* Grading (of) goods and materials.)

Unification, bills of lading. *See* Bills of lading, unification.

Uniform bills of lading. *See* Bill of lading, ocean; Hague rules; Railroad uniform through bill of lading.

Uniform cargo. *See* Cargo, uniform.

Uniform certificate (of) manufacture. *See* Certificate (of) manufacture.

Uniform customs and practice for commercial documentary credits. *See* Letter of credit.

Uniform warehouse receipt. *See* Warehouse receipt.

Unilateral. Imposing conditions, obligations, and/or terms of a contract or agreement but on *one* party.

Unilinear tariff. See Tariff, single-schedule.

Union, Customs. *See* Customs union.

Union, labor. *See* Labor union.

Union, tariff. *See* Tariff union.

Union, trade. *See* Trade union.

Union, universal, postal. *See* Universal Postal Union.

Unit, monetary. *See* Currency.

Unit sample. *See* Sampling, unit.

United Nations. In September 1946,

the United States Government published a *Suggested Charter for an International Trade Organization* of the United Nations. The *Suggested Charter* was submitted to the Preparatory Committee of the International Conference on Trade and Employment (created by the Economic and Social Council of the United Nations), which held its first meeting in London between October 15 and November 26, 1946. The Preparatory Committee used the *Suggested Charter* as the main basis for its discussions.

Acting as a group of experts, without committing the governments represented, the Preparatory Committee agreed to texts of draft articles with respect to about 85 per cent of the provisions which might be included in a charter for an International Trade Organization. In the case of other provisions, no specific action was taken because of the shortage of time.

The following is a summary of the text of a redrafted Charter for an International Trade Organization consisting of (*a*) articles agreed upon at the London meeting of the Preparatory Committee and (*b*) in cases where the Committee took no specific action, articles appearing in the *Suggested Charter* originally put forward by the United States. Statements summarizing the latter articles are shown in square brackets.

THE CHARTER AS A WHOLE

The ITO Charter seeks to accomplish five main things: (1) to promote the maintenance of employment in Member countries, (2) to promote the economic development of Member countries, (3) to bring about the general relaxation and regulation of barriers to world trade, whether such barriers are imposed by governments or private organizations, (4) to provide an orderly procedure under agreed rules for the negotiation of intergovernmental commodity arrangements, and (5) to create permanent international machinery for consultation and collaboration in trade and related matters.

The provisions of the Charter are set forth in eight Chapters and 89 Articles, as follows:

[Chapter I. Establishes the broad purposes of the International Trade Organization (Article 1).]

Chapter II. Regulates membership in the Organization (Article 2).

Chapter III. Provides for the maintenance of employment, the development of resources and productivity, and the promotion of labor standards (Articles 3 through 9).

Chapter IV. Provides for the promotion of the industrial and general economic development of Member countries (Articles 10 through 13).

Chapter V. Provides for the reduction of governmental barriers of all kinds and for the elimination of trade discriminations (Articles 14 through 38).

Chapter VI. Provides for concerted action to eliminate restrictive business practices in international trade (Articles 39 through 45).

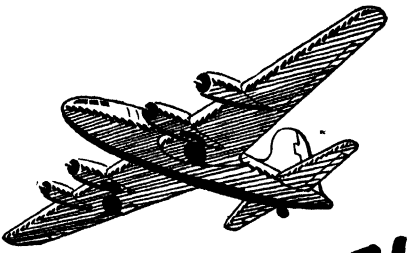
Chapter VII. Regulates the making of intergovernmental commodity agreements (Articles 46 through 60).

Chapter VIII. Creates the machinery for an International Trade Organization to facilitate the operation of the Charter and to promote continuing international co-operation in trade and related matters (Articles 61 through 89).

SUMMARY OF DETAILED PROVISIONS

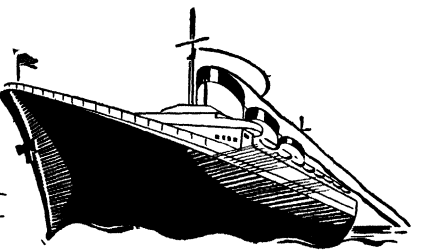
Chapter I—Purposes

[Chapter I sets forth the broad purposes of the ITO. These are: to promote the co-operative solution of trade problems; to expand opportuni-



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ties for trade and economic development; to aid the industrialization of underdeveloped countries; and in general to promote the expansion of the production, exchange, and consumption of goods, the reduction of tariffs and other trade barriers, and the elimination of trade discriminations.]

Chapter II—Membership

Chapter II looks toward broad membership in the Organization. It provides for two general categories of members: original members and other members. Original members would be all those countries which are represented at the proposed international Conference on Trade and Employment and which accept the ITO Charter by a certain date. Other countries would be brought in with the approval of the Organization after it had become established.

Chapter III—Employment

Chapter III recognizes that the maintenance of employment and of high and rising demand for goods and services is essential to achieve the purposes of the ITO and, reciprocally, that measures to promote employment and demand should be consistent with these purposes. Accordingly, each Member of the ITO would agree to take action designed to achieve and maintain employment and demand within its own jurisdiction through measures appropriate to its political and economic institutions; and to participate in arrangements for the collection, analysis, and exchange of information on employment problems and in consultations on employment policies.

The Economic and Social Council would have the responsibility for furthering the employment objectives of the Charter. These matters are placed under the Economic and Social Council rather than under the ITO because the Council has been given the broad function of promoting full employment by the Charter of the United Nations, and also because the Council, by virtue of its authority to co-ordinate the many specialized international agencies whose activities contribute to the maintenance of employment, is better fitted for this work than the ITO.

Chapter III also provides that Members will take action designed to develop their economic resources and raise their standards of productivity; will take such action as may be appropriate and feasible to eliminate substandard labor conditions; and will co-operate in action designed to remove fundamental maladjustments in balances of payments.

Chapter IV—Economic Development

Chapter IV recognizes the importance of bringing about the industrial and general economic development of all countries, particularly underdeveloped countries. Accordingly, Members would undertake to promote their own development and would agree to co-operate, through the Economic and Social Council of the United Nations and by other means, to promote industrial and economic development generally. Members would agree on the one hand not to put any unreasonable restraints on the export of facilities, such as capital and equipment, which are needed for the economic development of other countries, and, on the other hand, not to take any unreasonable action injurious to foreign investors who are supplying facilities for development. It would be recognized that governmental assistance, including protective measures, may be needed in some cases to promote the establishment of particular industries; at the same time it would also be recognized that the unwise use

of protection will frustrate sound development and damage international trade. Protective measures which run contrary to the provisions of Chapter V of the Charter (relating to the relaxation of trade barriers) may not be used except with the specific approval of the Organization and, in appropriate cases, with that of countries whose trade may be directly affected.

Chapter V—General Commercial Policy

Chapter V, the longest in the Charter, provides for the reduction or elimination of governmental barriers to international trade. Broadly, these barriers take the form of excessive Customs regulations of all kinds; tariffs; embargoes and quotas; exchange restrictions on trade; governmental subsidization of production or exports; restrictive practices by state-trading enterprises; and the discriminatory application of trade barriers and controls generally.

Chapter V contains provisions relating to all these types of trade barriers and to connected matters. The Chapter is divided into ten sections, as follows:

Section A (General Commercial Provisions). Establishes equality of treatment in trade generally. [Eliminates or regulates various administrative devices which hamper imports or discriminate in trade. Requires full publication of trade regulations and advance notice of restrictive regulations.]

Section B (Tariffs and Preferences). Requires reciprocal negotiations for the substantial reduction of tariffs and for the elimination of import tariff preferences.

Section C (Quantitative Restrictions). Eliminates quotas and embargoes on trade in general, but permits them for agreed purposes under defined circumstances.

Section D (Exchange Restrictions). Provides that exchange restrictions on trade shall not be permitted to frustrate the ITO Charter.

Section E (Subsidies). Requires that subsidies affecting trade be reported to the ITO; that those seriously prejudicing trade be subject to negotiated limitations; and that export subsidies in general be eliminated except under defined circumstances.

Section F (State Trading). Requires that state trading enterprises be operated in a non-discriminatory manner; that state monopolies of individual products negotiate for the reduction of protection afforded to domestic producers; [and that complete state monopolies of all foreign trade agree to maintain total imports of all products at a level to be negotiated periodically].

Section G (Emergency Provisions—Consultation—Nullification or Impairment). Permits withdrawal or modification of tariff or other concessions in case of serious injury to domestic producers; provides for consultation with ITO on all phases of Chapter V; permits members to withdraw concessions from countries which do not live up to obligations of Charter.

Section H (Relations with Non-Members). [Prohibits agreements with non-Members promising them benefits of Charter; prevents Members, after an initial period, from extending tariff concessions to non-Members without ITO approval.]

Section I (Exceptions). [Excepts from Chapter V measures usually excepted from commercial agreements (for example, sanitary regulations, traffic in arms, and the like).]

Section J (Territorial Application). Applies Chapter V to Customs territories of Members; permits special

advantages to promote frontier traffic or arising out of Customs unions.

Chapter VI—Restrictive Business Practices

Under Chapter VI, Members of the ITO would agree to take appropriate individual and collective measures to eliminate restrictive business practices in international trade whenever they have harmful effects on the expansion of trade or on any of the purposes of the ITO. The Chapter specifies certain practices which would be subject to investigation with a view to their elimination. Among these practices would be those which fix prices, allocate markets or customers, boycott or discriminate against enterprises outside the arrangement, limit production, suppress technology, and improperly use patents, trade-marks, and copyrights.

In order to carry out this policy a complaint procedure would be set up for taking action against particular instances of restrictive business practices. Under this procedure the ITO would receive complaints from a Member, or from persons or business organizations within a Member's territory, that a particular business arrangement is restricting international trade with harmful effects. If the ITO found that the complaint was justified, it could recommend that Members take appropriate remedial action.

Members would agree to co-operate with the ITO in eliminating restrictive business practices. Among other things, they would agree to obtain and furnish to the ITO information needed by it in connection with particular investigations; to consult with the ITO regarding complaints which had been filed; and to take fullest account of ITO recommendations in initiating action to eliminate particular restrictive arrangements.

Chapter VII—Intergovernmental Commodity Arrangements

Chapter VII recognizes that in the case of certain commodities, usually primary agricultural products, special difficulties, such as a world surplus, may arise which would warrant the adoption of intergovernmental commodity agreements, including those which regulate production, trade, or prices. Such agreements would have to be consistent with certain general objectives and would need to satisfy certain conditions.

Regulatory commodity agreements would be justified if necessary (1) to enable countries to solve difficulties caused by surpluses without taking action inconsistent with the purposes of the Charter, (2) to avoid the serious distress to producers or labor caused by surpluses when production adjustments cannot be made quickly enough because of the lack of alternative employment opportunities, and (3) to provide a working arrangement for a transitional period during which measures may be taken to increase consumption of the surplus product or to facilitate the movement of resources and manpower out of the production of the surplus product into more remunerative lines.

It would be required that the Members concerned must formulate and adopt a program of economic adjustment designed to make progress toward solving the basic problem which gave rise to the proposal for a regulatory commodity agreement; that such agreements be open initially to all ITO Members on equal terms and that they afford equitable treatment to all Members (including those not participating in the agreement); that they provide for adequate representation by Members primarily interested in the commodity as consumers, and give consuming countries an

equal vote with producing countries in deciding matters such as the regulation of prices, trade, production, stocks, and the like; that, where practicable, they provide for measures to expand consumption of the commodity in question; that they assure supplies of the product adequate to meet world demand at reasonable prices; and that they make appropriate provision to satisfy world consumption from the most effective sources of supply.

Provision is made that full publicity must attend all important stages in the making of intergovernmental commodity agreements.

Chapter VIII—Organization

Chapter VIII of the Charter sets forth the functions and structure of the ITO and relates them to the substantive undertakings of Members provided for in the earlier Chapters.

Functions. The functions of the ITO largely relate to its responsibilities in connection with Chapter V (Commercial Policy), Chapter VI (Restrictive Business Practices), and Chapter VII (Commodity Agreements). In addition to functions of this kind, the ITO would be authorized to provide assistance and advice to Members and other international organizations in connection with specific projects of industrialization or other economic development; to promote international agreements such as those designed to facilitate the international movement of capital, technology, art, and skills and those relating to commercial travelers, commercial arbitration, and the avoidance of double taxation; and to co-operate with the United Nations and other organizations on economic and social matters and on measures to maintain peace and security.

Structure. The principal organs of the ITO would be a Conference; an Executive Board; a Commission on Commercial Policy, a Commission on Business Practices, and a Commodity Commission; and a Secretariat.

The Conference. The governing body of the ITO would be the Conference, on which each country belonging to the ITO would be represented. The decisions of the Conference on most matters would be taken by a simple majority vote of the Members present and voting, each country casting one vote.[1] The Conference would have final authority to determine the policies of the ITO. It would be authorized to make recommendations regarding any matter relating to the purposes of the ITO and to elect the members of the Executive Board.

Interim Tariff Committee. An Interim Tariff Committee within the ITO would be charged with the function of authorizing Members to withhold, if necessary, tariff reductions from other Members which failed to meet their obligations to negotiate for the substantial reduction of tariffs and the elimination of preferences. The Committee would consist of those Members of the ITO which had already fulfilled these requirements among themselves.[2] Other Members of the ITO would be entitled to join the Committee upon the completion

[1] A minority of the Preparatory Committee favored the use of a system of weighted voting in the Conference.

[2] Initially, the Interim Tariff Committee would consist of those Members which had made effective the agreement for concerted reduction of tariffs and trade barriers which it is hoped will be concluded by the countries already invited by the United States to negotiate for this purpose. It is contemplated that the agreement would incorporate schedules of tariff concessions and certain of the provisions of Chapter IV of the Charter (for example, those relating to most-favored-nation treatment, to national treatment on internal taxes and regulations, to quantitative restrictions, and so forth).

by them of adequate negotiations regarding tariffs and preferences. All decisions of the Committee would be taken by majority vote, each member casting one vote.

Executive Board. The Executive Board would consist of fifteen Members of the ITO elected by the Conference every three years. [Note: Under alternative drafts of the appropriate article, permanent membership on the Board by members of chief economic importance would be provided for.] Decisions of the Board would be taken by a majority of the Members present and voting, each country casting one vote. The Board would be responsible for executing the policies of the ITO and for exercising powers delegated to it by the Conference. It would be authorized to make recommendations to Members of the ITO, to the Conference, and to other international organizations.

The Board would be required to provide adequate machinery to review the work of the ITO as it relates to industrialization and other economic development.

The Commissions. The Commission on Commercial Policy, the Commission on Business Practices, and the Commodity Commission would be established by the Conference and would be responsible to the Executive Board. The Conference would be authorized to establish any other commissions which might in time be required.

The Commissioners would be expert persons appointed by the Board in their personal capacities. The Chairmen of the Commissions could participate, without vote, in the meetings of the Board and of the Conference. Other international organizations having a special interest in the activities of one of the Commissions might be invited to participate in its work.

The functions of the three commissions are concerned largely with the making of recommendations to the Executive Board relating to the discharge of the ITO's responsibilities in the three specialized fields. In addition, the Commissions would perform any other functions assigned to them by the Conference or the Board, including such functions in connection with the settlement of disputes as the Board might deem appropriate.

Secretariat. The Secretariat of the ITO would consist of a Director General and such staff as might be required.

The Director General would be appointed by the Conference upon the recommendation of the Board. He could participate in the deliberations of the Board, the Conference, and the Commissions and initiate proposals for consideration by any organ of the ITO.

Miscellaneous provisions. These provisions largely parallel similar provisions in the constitutions of other international organizations. They deal with relations between the ITO and other organizations, the international responsibilities of the staff of the ITO, legal capacity of the ITO, privileges and immunities of the ITO, amendments to the Charter, interpretation and settlement of legal questions, contributions of Members, entry into force of the Charter, and withdrawal from the ITO and termination of the Charter.

(*See* International Bank for Reconstruction and Development.)

United States. *See* United States *headings.* (*For Government Departments, see* Agriculture, State, Interior, *and so forth.*)

United States Carriage of Goods by Sea Act, 1936. (*See* Responsibilities and liabilities, carrier and ship, *for excerpts;* Bill of lading, ocean; Hague rules.) The Act is available from the Government Printer, Supervisor of Documents, Washington, D. C.

(*See* Bill of lading, United States law (on).)

United States Chamber of Commerce. *See* Chamber of Commerce of the United States.

United States Coast Guard. (*See* Vessel inspection; Tanker.) The Coast Guard has assumed many of the duties of the Bureau of Marine Inspection and Navigation of the Department of Commerce, notably the inspection of vessels, including tankers and other tonnage. Functions of the Coast Guard which relate to the Merchant Marine include the following: the investigation of marine disasters and the collection of statistics relating thereto; the approval of plans for the construction, repair, and alteration of vessels; the approval of materials, equipment, and appliances; the issuances of certificates of inspection and of permits indicating the approval of vessels for operations which may be hazardous to life and property; the administration of load line requirements; the control of log books; the numbering of undocumented vessels; the licensing and certificating of officers, pilots, and seamen; the suspension and revocation of licenses and certificates; the licensing of motorboat operators; the shipment, discharge, protection, and welfare of merchant seamen; the promulgation and enforcement of rules for lights, signals, speed, steering, sailing, passing, anchorage, movement, and towlines of vessels.

Navigation aids. The Coast Guard establishes and maintains navigation aids such as lights, lighthouses, lightships, radio beacons, radio direction-finder stations, buoys, and unlighted beacons, and performs work incident thereto, on the sea and lake coasts of the United States, on the rivers of the United States, at Atlantic and Pacific military bases, and on the coasts of all other territory under United States jurisdiction, with the exception of the Philippine Islands and the Panama Canal Zone. It maintains the United States world-wide system of aids to navigation for improved navigation over the sea and in the air, using radar and other modern electronic improvements to safe navigation.

Aviation. The Coast Guard maintains aviation stations along the coasts and on the Great Lakes engaged in search and rescue work, aerial reconnaissance, and in co-operating with other Federal agencies in such matters as law enforcement and mapping.

United States Commercial Company. (*See* Reconstruction Finance Corporation.) Originally created by the Reconstruction Finance Corporation, later dissolved and its functions returned to RFC, the United States Commercial Company was primarily concerned with the rehabilitation of trade with occupied and liberated countries. The function of the Company in these matters was to dispose of commodities in the United States which were made available for export to this country until private trade could be re-established.

The United States Commercial Company did not purchase commodities in occupied and liberated countries, but commodities available for export to the United States from these countries were turned over to it through arrangements with the Military Governments. The sales proceeds of commodities sold by USCC were turned over to the respective Military Governments to be used in meeting the cost of occupation. Commodities were ordinarily disposed of in the United States by sealed bid, public auction, or negotiation, depending on the circumstances surrounding the particular commodity

The Company originated the program for the procurement of certain raw materials needed in connection

with the economic rehabilitation of Germany. This involved assistance to the American Military Government in the form of advances for such raw materials purchased or the actual procurement of such materials. To achieve this, a sort of complicated barter system was created. The OMGUS bought the goods the USCC believed salable in the United States. As the German mark had no international fixed value, all foreign exchange had to be avoided: the German government therefore paid the shipper and paid him in marks. The goods were then sold in the United States, and, with very few exceptions, on an fob German port basis. There was a good reason for this: the government wished to step out of these deals as soon as possible and let the usual trade channels take over. While anyone could bid for the goods offered, the fact that the buyer, on an fob basis, must have the know-how and connections to take care of shipping, insuring, landing, including clearing through Customs, and so forth, limited the purchasing to regular importers. After the proceeds from the sales were collected, they were applied to purchases which the United States Government would have had to pay for anyhow, for the Germans needed and we had to supply them. Therefore, to the extent of the proceeds of the sales of such German goods, the Germans themselves paid with the dollars their own production created: the supplies so purchased went to the German government, which sold them, and thus repaid itself for the marks originally advanced to the shippers. Thus the funds created by Germany eased the United States taxpayer's burden. This was one of the real services rendered by the Company.

United States Customs Court. The court consists of nine judges, including the presiding judge, a clerk of the court, marshal, deputy marshal, nine secretaries, and forty-six other employees, including court reporters, clerks, stenographers, and messengers. The judges are appointed for life with the same rights, powers, and responsibilities as the United States district court judges. All personnel of the court, except the judges, are subject to the classified Civil Service laws and regulations.

The United States Customs Court has sole jurisdiction over all civil actions arising under the regular tariff laws, the Internal Revenue laws relating to imported merchandise, and the provisions set forth in the various Reciprocal Trade Agreements. Cases coming before the court for trial are handled under the legal procedure established by the Customs Administrative Act of June 10, 1890, and the several acts supplementary thereto. The court's function is to interpret the law and the facts respecting the classification of merchandise and the rate of duty to be imposed thereon. In addition to the court's exclusive determination of the dutiable value of imported merchandise, it also has sole jurisdiction in proceedings wherein relief is sought from so-called penalty or increased duties imposed by law because the final appraised value exceeded the declared value upon entry. Questions arising from the imposition of internal revenue taxes upon imported merchandise, as well as the construction of the provisions in the Reciprocal Trade Agreements, have added considerably to the litigation before this tribunal. The interests of the Government are represented before the court by an Assistant Attorney General of the United States and a large staff of special attorneys. The importers or taxpayers are represented by attorneys specially trained in Customs and tax laws.

The court's jurisdiction extends over approximately 49 Customs districts covering the entire United States and its possessions and embracing 298 ports or subports of entry into which merchandise is imported. Regular calendars for the trial of cases are held at New York, Boston, Baltimore, Chicago, Los Angeles, New Orleans, Philadelphia, Portland (Oregon), St. Louis, Minneapolis, San Francisco, and Seattle. Court is held at such other ports of entry as may be designated by the presiding judge. There are no court costs, and the procedure is simple and expeditious, yet provides all the safeguards and protection of an ordinary court trial.

United States exports. The products, goods, or commodities shipped out of the United States.

United States Food and Drug Administration. *See* Food imports.

United States foreign investments. *See* Investments abroad; Investments, foreign.

United States, geographically. The term *United States*, when used in a geographical sense, means the territory comprising the several states, territories, possessions, and the District of Columbia, including the territorial waters thereof and the overlying space, but not including the Canal Zone.

United States Government Departments. *See individual headings:* State, Interior, Treasury, *and so forth.*

United States imports. The products, goods, and commodities brought into the United States.

United States law (on) bills of lading. *See* Bill of lading, United States law (on); Responsibilities and liabilities, carrier and ship.

United States loans. *See* Export-Import Bank.

United States Maritime Commission. *See* Maritime Commission, United States.

United States Patent Office. The Commissioner of Patents has both administrative and judicial functions. He exercises general supervision over all functions of the Office; formulates, with the approval of the Secretary of Commerce, rules of practice governing Office procedure and the recognition of attorneys and agents; decides questions affecting the rules; and decides various appeals and petitions. The Commissioner is aided by three assistant commissioners; a solicitor, who acts as attorney for the Commissioner in the court work involved in executing the patent laws; four law examiners; a board of supervisory examiners who assist the Commissioner in unifying the practice throughout the Office; an administrative assistant; and a chief clerk. (*See* Patent.)

Examining patent applications. The chief legal and technical function of the Patent Office consists in the examination of applications for patents to determine whether the invention described and claimed can be patented according to the law.

The Patent Office comprises the Application Division for receiving, indexing, and forwarding to the examining divisions applications for patent; the Draftsmen's Division for inspecting, correcting, and preparing drawings; the Issue and Gazette Division for preparing and supervising the printing of patents and other publications; the Docket Division, which has custody of various records before the Interference Division; the Board of Interference Examiners, which is the quasi-judicial branch of the Interference Division and determines questions of priority of invention; the Assignment Division for receiving and recording transfers of property rights, and for making title searches; the Financial Division; the Mail and Files Division; the

Manuscript Division for furnishing the public copies of Patent Office records and other papers; and the Publication Division for the storage and sale of Patent Office publications.

Trade-marks. In addition to the patent laws, the Patent Office administers the Federal trade-mark laws. The Trade-Mark Division examines applications for registration of trade-marks and performs the legal work required under the trade-mark laws. Interferences are handled by an examiner of trade-mark interferences; however, the Examiner of Trade-Mark Interferences handles mainly oppositions and cancellations, interferences forming only a small part of his work. Appeals may be taken to the Commissioner of Patents, and from him to the courts. Service functions in connection with trade-marks are performed by the corresponding divisions handling patent matters. (*See* Trade-mark.)

The Licensing Section considers petitions for licenses to file patent applications abroad, under the act of August 21, 1941, requiring that such license must be obtained before any application for patent can be filed in a foreign country for any invention originating in the United States. The purpose of this act is to prevent knowledge of war inventions from reaching unauthorized persons through the means of an application for patent in a foreign country.

United States reciprocity agreement. *See* Agreements, reciprocal trade.

United States stock pile. *See* Stock pile.

United States tariff agreement. *See* Agreements, reciprocal trade; Tariff agreements, United States.

United States Tariff Commission. *See* Tariff Commission, United States.

United States value. *See* Value (for) appraisement; Appraisement (of) goods' value; Foreign exchange, *heading:* "Values of Foreign Monies."

United States vessel. *See* Vessel, United States.

Units, monetary. *See* Currency.

Universal Postal Union. The international union, and the agreements under which it operates for the international handling of all postal matters for and between the union members.

Unlade. Used by Customs for *unload* (unloading or discharging a ship).

Unlade, permit to. (*See* Vessel entry; *see specimens, pages 900, 949.*) The Navigation Laws of the United States contain explicit instructions regarding the unlading of vessels, excepting those not required to enter, as follows:

Unlading at port of entry. Excepting certain provisions for residue cargo and bulk cargo:

". . . merchandise and baggage imported in any vessel by sea shall be unladen at the port of entry to which such vessel is destined, unless (1) such vessel is compelled by any cause to put into another port of entry, and the collector of such port issues a permit for the unlading of such merchandise or baggage, or (2) the Secretary of the Treasury, because of an emergency existing at the port of destination, authorizes such vessel to proceed to another port of entry. Merchandise and baggage so unladen may be entered in the same manner as other imported merchandise or baggage and may be treated as unclaimed merchandise or baggage and stored at the expense and risk of the owner thereof, or may be reladen without entry upon the vessel from which it was unladen for transportation to its destination."

The laws further state:

"No merchandise, passengers, or baggage shall be unladen from any vessel or vehicle arriving from a foreign port or place until entry of such vessel or report of the arrival of such vehicle has been made and a permit for the unlading of the same issued by the collector: *Provided*, That the master may make a preliminary entry of a vessel by making oath or affirmation to the truth of the statements contained in the vessel's

manifest and delivering the manifest to the customs officer who boards such vessel, but the making of such preliminary entry shall not excuse the master from making formal entry of his vessel at the customhouse, as provided by this Act. After the entry, preliminary or otherwise, of any vessel or report of the arrival of any vehicle, the collector may issue a permit to the master of the vessel, or to the person in charge of the vehicle, to unlade merchandise or baggage, but except as provided in subdivision (b) of this section merchandise or baggage so unladen shall be retained at the place of unlading until entry therefor is made and a permit for its delivery granted, and the owners of the vessel or vehicle from which any imported merchandise is unladen prior to entry of such merchandise shall be liable for the payment of the duties accruing on any part thereof that may be removed from the place of unlading without a permit therefor having been issued. Any merchandise or baggage so unladen from any vessel or vehicle for which entry is not made within forty-eight hours exclusive of Sundays and holidays from the time of the entry of the vessel or report of the vehicle, unless a longer time is granted by the collector shall be sent to a bonded warehouse or the public stores and held as unclaimed at the risk and expense of the consignee."

Jnlading, time (for). The Navigation Laws of the United States prescribe:

"Whenever any merchandise remains on board any vessel or vehicle from a foreign port more than twenty-five days after the date on which report of said vessel or vehicle was made, the collector may take pòssession of such merchandise and cause the same to be unladen at the expense and risk of the owners thereof, or may place one or more inspectors or other customs officers on board of said vessel or vehicle to protect the revenue. The compensation and expenses of any such inspector or customs officer for subsistence while on board of such vessel or vehicle shall be reimbursed to the Government by the owner or master of such vessel or vehicle." (*See* Vessel entry.)

Unmanifested cargo. Cargo not on the manifest.

Unmerchantable. Something that cannot be sold or disposed of in the market.

Unpaid draft. *See* Draft, dishonored.

Unseaworthiness. No longer seaworthy, no longer able to go to sea. Used mostly on bills of lading (*see* Bill of lading).

Until. This word (and also the words *to* and *till* and words of similar import) has great significance when it applies to maturities, dates of shipment, terms of delivery, arrival, or shipment, and when used in many types of trade agreements and trade transactions. Foreign traders have their own interpretation and definition of the meaning of the word. Bankers, for example, in connection with foreign trade credits and payments against such credits, understand the word *until* (as well as words of similar import, such as *to* and *till*), when applying to dates of maturity or of payment or negotiation, to include the date mentioned in connection with the word. (*See* Letter of credit, *heading:* "Interpretation of terms.")

Unvalued policy. *See* Insurance, nonvalued policy.

Usage, commercial. Established and recognized methods and principles of trade.

Usance. The period of time, fixed by custom or (in some countries) by law, for the payment of certain drafts (*see* Draft).

Uso tare. *See* Tare, uso.

V

Validity (of) letter of credit. *See* Letter of credit, *heading:* "Interpretation of terms."

Valuable cargo. *See* Air transportation and charges; Insurance, air.

Valuable merchandise. *See* Air transportation and charges; Insurance, air.

Valuation charges. *See* Air transportation and charges.

Valuation, Customs. *See* Appraisement (of) goods' value; Value (for) appraisement; Foreign exchange, *heading:* "Values of foreign monies."

Valuation insurance. *See* Insurance, valuation policy.

Valuation policy. *See* Insurance, valuation policy.

Valuation, shipper's declaration (for carriage). *See* Air transportation and charges.

Valuation, tariff. *See* Tariff valuation; Value (for) appraisement; Foreign exchange, *heading:* "Values of foreign monies."

Value (for) appraisement. For the purposes of the United States Tariff Act, the following is the basis for imported merchandise (*see* Appraisement (of) goods' value; *also all appropriate headings, including those of* Appraisement *and* Entry; Foreign exchange, *heading:* "Values of foreign monies"):

(1) The foreign value or the export value, whichever is higher;

(2) If the appraiser determines that neither the foreign value nor the export value can be satisfactorily ascertained, then the United States value;

(3) If the appraiser determines that neither the foreign value, the export value, nor the United States value can be satisfactorily ascertained, then the cost of production;

(4) In the case of an article with respect to which there is in effect under section 336 a rate of duty based upon the American selling price of a domestic article, then the American selling price of such article.

* * *

(c) FOREIGN VALUE.—The foreign value of imported merchandise shall be the market value or the price at the time of exportation of such merchandise to the United States, at which such or similar merchandise is freely offered for sale for home consumption to all purchasers in the principal markets of the country from which exported, in the usual wholesale quantities and in the ordinary course of trade, including the cost of all containers and coverings of whatever nature, and all other costs, charges, and expenses incident to placing the merchandise in condition, packed ready for shipment to the United States.

(d) EXPORT VALUE.—The export value of imported merchandise shall be the market value or the price at the time of exportation of such merchandise to the United States, at which such or similar merchandise is freely offered for sale to all purchasers in the principal markets of the country from which exported, in the usual wholesale quantities and in the ordinary course of trade, for exportation to the United States, plus, when not included in such price, the cost of all containers and coverings of whatever nature, and all other costs, charges, and expenses incident to placing the merchandise in condition, packed ready for shipment to the United States.

(e) UNITED STATES VALUE.—The United States value of imported merchandise shall be the price at which such or similar imported merchandise is freely offered for sale, for domestic consumption packed ready for delivery, in the principal market of the United States to all purchasers, at the time of exportation of the imported merchandise, in the usual wholesale quantities and in the ordinary course of trade, with allowance made for duty, cost of

transportation and insurance, and other necessary expenses from the place of shipment to the place of delivery, a commission not exceeding 6 per centum, if any had been paid or contracted to be paid on goods secured otherwise than by purchase, or profits not to exceed 8 per centum and a reasonable allowance for general expenses, not to exceed 8 per centum on purchased goods.

(f) COST OF PRODUCTION.—For the purpose of this title the cost of production of imported merchandise shall be the sum of—

(1) The cost of materials of, and of fabrication, manipulation, or other process employed in manufacturing or producing such or similar merchandise, at a time preceding the date of exportation of the particular merchandise under consideration which would ordinarily permit the manufacture or production of the particular merchandise under consideration in the usual course of business;

(2) The usual general expenses (not less than 10 per centum of such cost) in the case of such or similar merchandise;

(3) The cost of all containers and coverings of whatever nature, and all other costs, charges, and expenses incident to placing the particular merchandise under consideration in condition, packed ready for shipment to the United States; and

(4) An addition for profit (not less than 8 per centum of the sum of the amounts found under paragraphs (1) and (2) of this subdivision) equal to the profit which ordinarily is added, in the case of merchandise of the same general character as the particular merchandise under consideration, by manufacturers or producers in the country of manufacture or production who are engaged in the production or manufacture of merchandise of the same class or kind.

(g) AMERICAN SELLING PRICE.—The American selling price of any article manufactured or produced in the United States shall be the price, including the cost of all containers and coverings of whatever nature and all other costs, charges, and expenses incident to placing the merchandise in condition packed ready for delivery, at which such article is freely offered for sale for domestic consumption to all purchasers in the principal market of the United States, in the ordinary course of trade and in the usual wholesale quantities in such market, or the price that the manufacturer, producer, or owner would have received or was willing to receive for such merchandise when sold for domestic consumption in the ordinary course of trade and in the usual wholesale quantities, at the time of exportation of the imported article. (Tariff Act of 1930, sec. 402, as amended; 19 U. S. C. 1402.)

Value certificate. *See* Certificate (of) value.

Value, commercial. The value which any article, product, or service has in the commercial market. Samples, and the like, described as of "no commercial value" enter duty free if they or their containers are so marked.

Value, dutiable. The value, as declared by the importer (or exporter) and eventually determined and fixed by the Customs. The dutiable value is the basis for the calculation and payment of the duty. (*See* Value (for) appraisement.)

Value, export. *See* Value (for) appraisement; Appraisement (of) goods' value.

Value, face. *See* Face value.

Value, foreign. *See* Appraisement (of) goods' value; Foreign exchange, *heading:* "Values of foreign monies"; Value (for) appraisement.

Value (of) foreign money. *See* Value, foreign monies.

Value (of) invoice. *See* Invoice value.

Value, official. *See* Value, tariff, official.

Value, standard. *See* Standard (of) value.

Value, tariff. The tariff value in the United States is based either on the foreign, export, or United States value, the cost of production, or the American selling price (*see* Value (for) appraisement; Appraisement (of)

goods' value; Foreign exchange, *heading:* "Value of foreign monies").

Value, tariff, official. The value officially declared for certain goods, in a tariff. (*See* Tariff, valuation; Value (for) appraisement; Value, tariff.)

Value, true market. The actual market value of an article, of the same or similar quality, in the same quantities as the quantities for which the value is to be established or checked.

Value, United States. *See* Value (for) appraisement; Appraisement (of) goods' value.

Value, without. *See* Sample, without value.

Valued insurance policy. *See* Insurance, valuation policy.

Valued policy. *See* Insurance, valuation policy.

Values (of) foreign monies. *See* Foreign exchange, *heading:* "Values of foreign monies"; International Monetary Fund.

Valuta. This word is mostly used to designate all foreign means or media of payment (excepting coins), including demands on foreign debtors in foreign currencies, devisen or paper (*see* Drafts; Export valuta).

Variation (of) quantity. Since there is the possibility, and for many bulk commodities the certainty, that there is a variation of quantity on arrival of cargoes at destination as compared with quantity stated to have been loaded at point of shipment, generally a certain tolerance is understood to be "standard," or a definite tolerance is provided for in contracts of sale or regulations of exchanges. The New York Produce Exchange, for example, in its rules regulating business in oils and fats, allows a tolerance of within 5 per cent more or less, at shipper's option, of the quantity specified by contract.

Various duties, packing. *See* Packing, various duties.

Various types (of) carrier. *See* Carrier, various types; Vessels, classification (of).

Vehicle. According to the United States Customs Regulations, a *vehicle* includes every description of carriage or other contrivance used, or capable of being used, as a means of transportation on land, but does not include aircraft.

Vertical. When establishments related in sequence but dissimilar in function are brought under one management this is known as the *vertical* organization of an industry. For example cotton planting—cotton gins—cotton textile mills; rubber planting—rubber production—manufacture of tires and other rubber articles. The vertical organization is in contrast to horizontal organization (*see* Horizontal).

Vessel. Any structure made to float in the water or in the air. According to the United States Customs Regulations, a *vessel* includes every description of watercraft or other contrivance capable of being used or which is used as a means of transportation on water but not aircraft. The Navigation Laws of the United States, obtainable from the United States Government Printer in Washington, D. C., contain all laws, regulations, requirements, penalties, and so forth, covering vessels of every description within the meaning of the United States Customs Regulations. (*See also* Ship *headings, in addition to those listed here.*)

Vessel, arrest (of). The forceful taking of a ship and/or its cargo.

Vessel arrival. (*See* Time (of) arrival vessel; Vessel entry.) There are definite penalties for failing to report arrival of vessels, and the Navigation Laws of the United States contain the following regulation:

"Immediately upon arrival and before entering his vessel, the master of a vessel from a foreign port or place required to make entry shall mail or de-

liver to the comptroller of customs for the district in which the port of entry is located, a copy of the manifest, and shall on entering his vessel make affidavit that a true and correct copy was so mailed or delivered, and he shall also mail or deliver to said comptroller of customs a true and correct copy of any correction of such manifest filed on entry of his vessel. Any master who fails so to mail or deliver such copy of the manifest or correction thereof shall be liable to a penalty of not more than $500." (*See* Manifest.)

Vessel bill (of) health. *See* Bill of health; Vessel clearance.

Vessel bill (of) lading. *See* Bill of lading, *various headings;* Vessel inspection (*also see* Steamer documents, outgoing and incoming); Responsibilities and liabilities, carrier and ship.

Vessel bond. (*See* Bonds.) The United States Customs collector does not issue a permit to unlade cargo or equipment of vessels arriving directly or indirectly from any port or place outside the Customs territory of the United States, unless the merchandise has been duly entered, a permit has been issued, the vessel has furnished a bond, or the merchandise is to be discharged into the custody of the collector of customs. Bonds are not required for vessels owned by the United States and operated for its account. (*See* Cargo, discharge of.)

Vessel cargo, discharge of. *See* Cargo, discharge of; Steamer documents, outgoing and incoming.

Vessel cargo report. A cargo report (*see specimens, pages 947–948*) on vessels arriving in the United States must be filled out by the steamship company or its agents and submitted to the Division of Statistics and Research of the United States Maritime Commission no later than four days after arrival of the vessel. (It is combined with the Performance Report.) In the same manner, vessels departing from United States ports must fill in and submit, through their company or agents, the combined performance and cargo report to the above-mentioned division not later than four days after departure of the vessel. (*See* Vessel clearance; Vessel entry.)

Vessel, certificate (of) enrollment and license. *See* Enrollment (of) vessels.

Vessel, certificate (of) inspection. *See* Vessel inspection; Vessel entry.

Vessel, certificate, loadline. (*See* Vessel entry.) Forty-eight hours is the maximum time limit, after arrival of a vessel in a United States port, for the presentation to the United States Customs of various documents, including the loadline. (*See* Vessel, loadline.)

Vessel, certificate (of) ownership. *See* Certificate (of) ownership, vessel; Vessel entry.

Vessel, certificate (of) registry. *See* Certificate (of) registry; Vessel registry.

Vessel, certified crew list. *See* Vessel entry.

Vessel clearance. (*See specimens, pages 943, 945.*) With certain exceptions, provided for in the Customs Regulations, every vessel bound for a foreign port or ports from a United States port must be cleared for a definite port or ports in the order of its itinerary, but an application to clear for a port (or place) for orders, that is to say, for instructions to masters as to destination of the vessel, may be accepted if the vessel is in ballast or if any cargo on board is to be discharged in a port of the same country as the port for which clearance is sought. For the purposes of clearance, the Canal Zone is foreign territory. No vessel is cleared for the high seas (except by permit) without formal clearance from the collector's office, for the purpose of adjusting compasses, trying out new machinery, cleaning tanks, or the like. The procedure, in general outline, is as follows (*see* Time of departure, vessel):

Twenty-four hours before an intended departure, the Master issues orders that shore leave is expiring and puts a sign aboard the vessel mentioning the hour at which shore leave stops. All members of the crew must be aboard before this appointed hour and no one other than the Captain is allowed ashore for any reason whatsoever; a Customs guard is appointed to the vessel to see that no one goes ashore.

During this 24-hour period prior to sailing, the immigration authorities are notified to check the crew. Also, representatives of the Customs' Passport Bureau come and muster the crew to see that the men are sailing with the proper documents for sailing.

After the ship is completely loaded, the Freight Department submits to the customs a manifest of all the cargo together with export declarations, which are then checked against the manifest. This procedure clears the cargo for the intended voyage. (This description covers a United States ship sailing from New York to a United Kingdom port.)

The Master appears at the Custom House, taking with him a certificate of inspection made by the Steamboat Inspection Service of the Coast Guard. This certificate shows how many people can be carried and what rated personnel must be employed on his vessel. He also has with him his own and the Chief Officer's license, his loadline certificate and fumigation certificate, a complete list of sea and ship's stores purchased for all departments (that is, Deck, Engine, and Stewards) while the vessel was in port (*see* Stores, ship's; Sea stores; List, stores). In addition, he has three copies of the crew list and the original and duplicate sets of the Ship's Articles.

Application for Permit to Proceed Coastwise and Oath of Master of Vessel in Foreign Trade is used when vessels load part of a foreign cargo at one American port and then finish loading at another American port. They must clear from the first American port on a Coastwise Clearance form.

In connection with the Coastwise Clearance form, another possible reason for clearance would be that a vessel arriving in an American port with foreign cargo would discharge part of the cargo there, proceeding to another American port to complete discharge.

In addition to the Coastwise Clearance required, a Certificate on Vessel Proceeding to Another District with Foreign Cargo is needed.

The Customs broker has prepared the clearance papers, all filled out, ready for signature by the Captain: the Foreign Clearance; Oath of Master as to Delivery of Cargo; Oath of Master on Clearance for Ports; Clearance Card. The broker presents the Master to one of the Deputy Collectors of Customs, and the customs officer checks the crew list against the Articles, one copy of which he certifies and returns to the Master to be retained by him for presentation on arrival to the American Consul in a foreign port and to be submitted on his return at the first American port entered.

Now if everything is in order, the Master will receive Form 1378, which is the Clearance, attached to which will be a Bill of Health, and he will also receive the Register of the vessel, which is a document saying who is the owner of the vessel, the home port at which registered, and particulars regarding the tonnages of the vessel. He swears to his Oath of Clearance and the Deputy Collector certifies these documents for use on the outward voyage. (*See also* Manifest, outward, foreign, *and specimen, page 887.*) The vessel is now "cleared."

Vessel clearance papers. *See* Vessel clearance.

Vessel, coastwise. *See* Tonnage, coastwise.

Vessel, combination freight and passenger. A vessel which carries principally freight, but also has accommodation for a few passengers, is called a combination freight and passenger vessel. While the passenger vessel or the liner principally caters to the transportation of travellers, the combination vessel is essentially a cargo boat. In order to increase its revenue and also to extend its services, especially on routes or to ports not regularly or frequently visited by steamship lines, a small number of passengers are accepted. Generally special quarters are provided for them, but some of these vessels have only a few cabins available, in various parts of the ship, and allow the passengers to use the decks, mess, and bathrooms of the ship's officers.

Vessel crew list. *See* Vessel entry.

Vessel declaration. *See* Declaration (of) vessel.

Vessel departure. *See* Time (of) departure, vessel.

Vessel, discharge (of) cargo. *See* Cargo, discharge of.

Vessel, dispatch of. *See* Vessel clearance.

Vessel documentation. *See* Vessel documents; Documentation, port; Port, home; Vessel registry.

Vessel, documented. The term *documented* means that the vessel is registered, enrolled, and licensed under the laws of its country, whether permanently or temporarily. (*See* Port, home.)

Vessel documents. Each vessel has various documents which are its personal papers or its papers of identification and authority. The term *document* includes registry and enrollment and license. (*See* Vessel documents, marine; Certificate of registry; Certificate of ownership (vessel); Enrollment (of) vessels; Vessel license; Port, home; Vessel registry; Vessel documents, marine.) (*See specimens, pages 914–917.*)

Vessel documents, marine. (*See* Vessel, provisional register; Vessel documents.) Marine documents are of two descriptions: (1) Permanent. These are granted to vessels at their home ports. (2) Temporary. These are granted to vessels at ports other than their home ports. All United States marine documents must be signed and sealed by the collector before they are issued, and the certificate of registry must bear the seal of the Bureau of Customs (*see* Customs, Bureau of) and the signature of the Commissioner of Customs (*see* Certificate of registry). The marine documents of every vessel express her length, breadth, and depth; the number of decks and masts; the tonnage under the tonnage deck; the tonnage of the poop or other enclosed space above the deck; the gross tonnage; each deduction made from the gross tonnage; and the net or register tonnage. (*See* Enrollment (of) vessels; Vessel registry; Vessel documents.)

Vessel documents, temporary. *See* Vessel documents, marine.

Vessel draft (or **draught**). The draft of a vessel shows the depth of water a ship draws, usually when laden.

Vessel enrollment. *See* Enrollment (of) vessels.

Vessel, entrance of. *See* Vessel entry.

Vessel entry. A brief summary of the entry of an American vessel in New York from a foreign port could start with the stop at the Quarantine station for inspection. The Quarantine Inspector, of the United States Public Health Service, will examine the crew and passengers, after the Master has furnished information for the completion of a quarantine declaration covering the ports the vessel has visited be-

fore coming to a United States port. If no contagious disease is found, the vessel is permitted to proceed (*see* Quarantine *headings*). Passengers are either allowed to proceed, or are sent to Ellis Island for detention or further examination. (*See* Passenger list.)

The ship (at Quarantine) is visited by Customs officers, who interview the Master. After inspections have been completed, the following papers must be brought to the collector's office in the Custom House for entrance not later than 48 hours after arrival of the vessel in port: the Entrance Card; the General Order Notice (to send unpermitted packages from wharf to public store) (*see specimen, page 959*); the Master's Oath on Entry of the Vessel (*see specimens, pages 709, 735*); the General Application and Permit to Unload (*see specimens, pages 900–901, 949–950*); and the Vessel Performance and Cargo Report, all of which the ship's agent or owner, or the Customs broker entrusted with this task, has prepared for the Captain; also, Pratique, issued by the quarantine doctor; Master's Oath, preliminary entry form issued by the Customs officer at the quarantine station; Clearances from each foreign port; List of Stores, List of Medicines, and other lists; Loadline Certificate; Ship's Register; the Certified Crew List (on American vessel only) and the Certificate of Ownership and Operation; also, the Inward Foreign Manifest. (*See various headings; also see specimens listed thereunder.*) The time of arrival of a vessel is the time when she first comes to rest, whether at anchor or at a dock, in any harbor within the Customs territory of the United States. (*See* Vessel, entry time; Port entry.)

Vessel, entry time. Within 24 hours after the arrival of any vessel in a United States port, from any foreign port or place, or of a foreign vessel from a domestic port, or of a United States vessel carrying bonded merchandise or foreign merchandise for which entry has not been made, its arrival must be reported to the nearest Customhouse or Collector of Customs. (*See* Vessel, unlading *headings.*) The Navigation Laws of the United States state the time limit for such entry reports both for United States and foreign vessels, as well as listing the vessels (including vessels of war) which are not required to make entry at the Customhouse.

Vessel equipment abroad. *See* Repairs abroad.

Vessel hailing port. *See* Vessel number; Port, home.

Vessel, home port. *See* Port, home.

Vessel hull. *See* Ton, register; Moorsom system; Insurance, hull; Vessel rating.

Vessel, immunities. *See* Responsibilities and liabilities, carrier and ship.

Vessel inspection. The technical inspection of a vessel is necessary before marine documents are issued for it. The general provisions and regulations for such inspection of vessels in the United States are contained in a publication by the United States Coast Guard, who is responsible for such inspections, entitled *General Rules and Regulations For Vessel Inspection,* which can be obtained from the United States Government Printer in Washington, D. C. These rules apply to merchant vessels (*see also* Tankers). When the inspection is completed and the vessel and her equipment approved, a certificate of inspection is issued and sworn to by the inspectors. Vessels are also inspected before clearance (*see* Vessel clearance; Vessel, entry). Inspections are also made of lifesaving apparatus and equipment, including lifeboats, boilers, all machinery, and the like, at regular intervals.

There are also a great number of

inspections which are made in connection with outgoing and incoming vessels, varying according to the countries and even to the individual ports which ships enter or leave. They may be made by health and immigration authorities, or for many other reasons. Regularly required inspections are defined by law and special inspections vary according to their nature and the port at which they are made.

Vessel insurance. *See* Insurance, hull.

Vessel, lading, Sundays. *See* Sunday lading.

Vessel, liabilities. *See* Responsibilities and liabilities, carrier and ship.

Vessel license. The license of a vessel is equivalent to its passport. It gives a detailed description and certifies that it is owned as stated in the document. In the license papers are later entered any changes in the original description of the vessel, also the vessel's engagement in any other business or employment than that which is stated in the original license if such changes have been made (*see* Enrollment (of) vessels).

Vessel loadline. (*See* Vessel clearance.) The United States Coast Guard is responsible, as part of its Marine Inspection duties (*see* Vessel inspection), for seeing that the Regulations for Load Lines are carried out (copy of *The Treasury Department, United States Coast Guard, Load Line Regulations*, can be obtained from the United States Government Printing Office in Washington, D. C.). These Regulations apply to all kinds of vessels, steamers as well as sailing ships, tankers, and vessels (steamers as well as schooners) carrying timber deck cargoes, due consideration being given to, and differentials made for, the various types and character of vessels and the trades in which they are engaged. The Customs officer looks at the loadline certificate when clearing the vessel to see that the certificate has not expired and also to check on its annual endorsements by the American Bureau of Shipping. The latter issues the license. This inspection is necessary in order to make sure that the vessel is not overloaded for her intended voyage. If she is, the Customs officer does not grant clearance, as overloading a vessel is a marine hazard.

Vessel manifest. *See* Manifest; Manifest, inward foreign; Manifest, outward foreign.

Vessel, measurement (of). Before a vessel is registered, she is measured by a surveyor, or, if there is none available, by a person appointed by the Customs collector of the district. If a vessel has before been registered as a vessel of the United States, it is not necessary to remeasure her unless alterations were made as to her burden subsequent to the time of her former registry. (*See* Vessel register; Vessel registry; Tonnage register.) The Navigation Laws of the United States give full details regarding the procedure, regulations, and so forth, for such measurements of United States vessels, and make the following provision (abbreviated) for foreign vessels:

> "Whenever the rules concerning the measurement for tonnage of vessels of the United States have been substantially adopted by the government of any foreign country, the vessels of such foreign country are deemed to be of the tonnage denoted in their certificates of register or other national papers, and it is not necessary for such vessel to be remeasured at any port in the United States; but when it is necessary to ascertain the tonnage of any vessel not a vessel of the United States, the tonnage must be ascertained in the manner provided by law for the measurement of vessels of the United States."

(*See* Ton, register; Moorsom system.)

Vessel mortgage. (*See* Mortgage.) The

Navigation Laws of the United States give full details regarding mortgages on ships, also their sale or conveyance, records, and inspections. This section of the Navigation Laws of the United States is also known and cited as the "Ship Mortgage Act."

Vessel name. *See* Vessel number.

Vessel number. Every documented vessel is awarded an official number by the Commissioner of Customs. The official number thus obtained, as well as the net tonnage of the vessel, must be marked upon the vessel's main beam. Her name must be marked on both sides of her bow, and her name and also the hailing port upon her stern. Any seagoing vessel of 100 tons or over, in addition to the official number, may have signal letters awarded. (*See* Port, home.)

Vessel, ocean-going. A vessel built for ocean trade.

Vessel operating costs. The operating costs of a vessel, under certain charter terms or forms, have to be borne by the charterer (*see all* Charter *headings*).

Vessel ownership. *See* Certificate of ownership.

Vessel papers. *See* Vessel documents, marine.

Vessel performance report. *See* Vessel cargo report. (*See specimens, pages 947–948.*)

Vessel, provisional register. Consular officers of the United States and other persons designated for this purpose by the President are authorized to issue a provisional certificate of registry to any vessel abroad which has been purchased by a United States citizen and which at the time of such purchase is not documented as a United States vessel. (*See* Vessel registry; Vessel documents, marine.)

Vessel quarantine. *See* Quarantine *headings.*

Vessel, railroad-owned. *See* Carrier, steamer.

Vessel rating. In addition to government inspections (*see* Vessel inspection), construction plans of vessels to be built are submitted for approval to private interests, principally marine insurance companies (*see* Lloyd's). They will examine specifications, test materials used, inspect the vessel while it is being built, and so forth. As the sum total of their findings, they will "rate" the ship. This rating is the basis for the assessing and acceptance of insurance risks on the hulls, that is, on the vessels themselves (*see* Insurance, hull).

Vessel register. Vessels of the United States engaged in foreign trade must be registered. (*See* Certificate of registry; Vessel, provisional register; Vessel registry; Vessel, measurement (of); Tonnage register; Tonnage, gross; Tonnage, net.)

Vessel registry. Not only the ships flying the United States flag, but practically all ships, flying their national colors, are registered by their governments, inspected, and so forth. When all regulations have been complied with, such ships intended for foreign trade are registered, and, as their identification or passport, obtain the Certificate of Registry as well as number, signal letters, and the like (*see* Vessel register; Certificate of registry; Vessel, measurement (of); Vessel number; Vessel documents, marine). (*See specimens, pages 914–917.*)

Vessel, repairs abroad. *See* Repairs abroad.

Vessel, responsibilities. *See* Responsibilities and liabilities, carrier and ship.

Vessel, rights. *See* Responsibilities and immunities, carrier and ship, *heading:* "Rights and immunities."

Vessel, sailing. *See* Tonnage, sailing vessel; Moorsom system.

Vessel, sailing, bill of lading. Not recognized by banks. (*See* Letter of credit, *heading:* "Documents.")

Vessel, sailing, tonnage. *See* Tonnage, sailing vessel.

Vessel sanitation. *See* Quarantine.

Vessel, signal letters. *See* Vessel number.

Vessel, stores. *See* Stores, ship's.

Vessel, time of arrival. *See* Time (of) arrival, vessel.

Vessel, tonnage register. (*See* Tonnage, measurement; Tonnage, net; Moorsom system.) The register tons of a vessel are marked on all her documents. (*See* Ton, register.)

Vessel, tonnage types. (*See* Ton *headings;* Tonnage *headings.*) Besides the register tonnage of a vessel, there is the gross tonnage, the net tonnage, and the deadweight and the displacement tonnage.

Vessel, tons. *See* Ton *headings;* Tonnage *headings; also,* Vessel, tonnage types.

Vessel, tramp. *See* Tramp; Vessels, classification of.

Vessel, United States. Means any vessel documented (registered, enrolled, or licensed) under the laws of the United States. Again, it is construed to mean a vessel belonging in whole or in part to the United States, or any citizen thereof, or any corporation created by or under the laws of the United States, or of any State, Territory, or District thereof.

Vessel, unlading (of). *See* Unlade *and* Unlading *headings.*

Vessel, voyage, inward foreign. An inward foreign voyage is considered completed at the port of final discharge of inbound passengers or cargo.

Vessel, voyage, outward foreign. An outward foreign voyage begins at the port where cargo or passengers are first laden for carriage to a foreign destination.

Vessels, classification of. Vessels can be classified into various categories (marine): (1) the liners, for passengers, high-value goods (insured), such as gold and silk (*see* Steamship line); (2) privately owned cargo boats and tankers operated by their owners for their own cargoes (such as oil or bananas); (3) public or common carriers, which accept freight for whole cargoes (*see* Charter) or for individual shipments, and tramps (*see* Tramp). In addition, there are railroad-owned carriers as well as those owned by merchants, that is, used not for a bulk cargo of the commodity in which the owners are interested (such as bananas or oil), but for general cargoes, the owners being both shipowners and merchants (export and import). Most cargo boats carry no passengers; if a boat principally built for the carrying of cargo also carries passengers, it is known as a *combination freight and passenger vessel.* (*See* Vessel, combination; Conference rates.)

Veuve. At the end of a French firm's name, means *Widow* (abbrev., *Vve*).

Vice (of) goods. *See* Inherent vice.

Vice, inherent. *See* Inherent vice.

Visa. The form used by the United States Department of State to denote the examination and endorsement of a document, and mostly applied to passports. The visa of a passport proves that it has been examined; the bearer of the passport is permitted to and therefore may proceed. (*See* Visé.) From the Latin: *videre,* "to see."

Visé. This is the French form derived from the Latin word *videre,* "to see," and is widely used, but not by the United States Department of State. It signifies the same examination and endorsement of documents. (*See* Visa.)

Viséd. This term signifies that the application for a passport has been approved and a number allotted to the applicant. The passport is then viséd by the proper officer (the Consul). (*See* Visa; Visé.)

Visible export. *See* Export, visible.

Viuda. At the end of a Spanish or Latin firm's name, means *Widow.* (Abbreviated *Vda.*)

Vve. Abbreviation for French *Veuve* (Widow) at the end of a firm's name.

W

Waiver. The surrender or cancellation of a right or claim.

Wantage. Also called *outage.* The difference between the capacity of a cask and the quantity of liquid which is usually placed in it according to the customs of the trade and the character of the liquid, a certain vacancy being allowed for expansion of contents (*see* Ullage). The word is also used to designate a certain loss by leakage in transit.

War risk. *See* Insurance, war risk.

War surplus. Any war surplus material which has been transported overseas and, instead of being returned to its country of origin, is sold overseas to the government or peoples of the countries where the surplus war material is stored or available, contributes to the invisible exports of the nation which is selling such surplus materials abroad (*see* Export, invisible).

Warehouse. The warehouse plays a very important part in the commercial distribution and storing of merchandise, commodities, and materials. It is of particular value to all foreign traders. The warehouse serves further for the collecting of goods; in some cases, the warehouse is used for manufacturing; and, when bonded, it is part of the Customs machinery of a country. The warehouse is especially important for the storing and distributing of imported raw materials, commodities, and so forth, which generally arrive in a country in large quantities. The bonded warehouse makes it possible to have these stored and the duty paid and their release effected in the quantities needed or sold only. (*See* Stores, public.) Again, after imported goods have been released from Customs custody, they can be stored in warehouses which are not bonded and which are in different parts of the country, and from their individual stocks only such quantities need be released as are actually to be used or have been sold. The warehouse receipt serves as a basis for bank loans, especially for the many commodities which are stored in the manner described above and which have a regular, often seasonal, market, at prices which are generally known and the supply and demand for which can be more or less ascertained or foreseen. (*See* Warehouse *headings.*)

Warehouse Act. In view of the importance which the warehouse plays as trustee for the owners, consignees and consignors, and banks or other collateral holders, in connection with foreign trade transactions, the United States Warehouse Act (1916) is of great importance. Its principal sections read:

> SEC. 2. That the term "warehouse" as used in this Act shall be deemed to mean every building, structure, or other protected inclosure in which any agricultural product is or may be stored for interstate or foreign commerce, or, if located within any place under the exclusive jurisdiction of the United States, in which any agricultural product is or may be stored. The term "agricultural product" whenever used in this Act shall be deemed to mean cotton, wool, grains, tobacco, and flaxseed, or any of them. As used in this Act, "person" includes a corporation or partnership or two or more persons having a joint or common interest; "warehouseman" means a person lawfully engaged in the business of storing agricultural products, and "receipt" means a warehouse receipt.
>
> SEC. 3. That the Secretary of Agri-

culture is authorized to investigate the storage, warehousing, classifying according to grade and otherwise, weighing, and certification of agricultural products; upon application to him by any person applying for license to conduct a warehouse under this Act, to inspect such warehouse or cause it to be inspected; at any time, with or without application to him, to inspect or cause to be inspected all warehouses licensed under this Act; to determine whether warehouses for which licenses are applied for or have been issued under this Act are suitable for the proper storage of any agricultural product or products; to classify warehouses licensed or applying for a license in accordance with their ownership, location, surroundings, capacity, conditions, and other qualities, and as to the kinds of licenses issued or that may be issued for them pursuant to this Act; and to prescribe, within the limitations of this Act, the duties of the warehousemen conducting warehouses licensed under this Act with respect to their care of and responsibility for agricultural products stored therein.

SEC. 4. That the Secretary of Agriculture is authorized, upon application to him, to issue to any warehouseman a license for the conduct of a warehouse or warehouses in accordance with this Act and such rules and regulations as may be made hereunder: *Provided*, That each such warehouse be found suitable for the proper storage of the particular agricultural product or products for which a license is applied for, and that such warehouseman agree, as a condition to the granting of the license, to comply with and abide by all the terms of this Act and the rules and regulations prescribed hereunder.

SEC. 5. That each license issued under sections four and nine of this Act shall be issued for a period not exceeding one year and shall specify the date upon which it is to terminate, and upon showing satisfactory to the Secretary of Agriculture may from time to time be renewed or extended by a written instrument, which shall specify the date of its termination.

SEC. 6. That each warehouseman applying for a license to conduct a warehouse in accordance with this Act shall, as a condition to the granting thereof, execute and file with the Secretary of Agriculture a good and sufficient bond other than personal security to the United States to secure the faithful performance of his obligations as a warehouseman under the laws of the State, District, or Territory in which he is conducting such warehouse, as well as under the terms of this Act and the rules and regulations prescribed hereunder, and of such additional obligations as a warehouseman as may be assumed by him under contracts with the respective depositors of agricultural products in such warehouse. Said bond shall be in such form and amount, shall have such surety or sureties, subject to service of process in suits on the bond within the State, District, or Territory in which the warehouse is located, and shall contain such terms and conditions as the Secretary of Agriculture may prescribe to carry out the purposes of this Act, including the requirements of fire insurance. Whenever the Secretary of Agriculture shall determine that a bond approved by him is, or for any cause has become, insufficient, he may require an additional bond or bonds to be given by the warehouseman concerned, conforming with the requirements of this section, and unless the same be given within the time fixed by a written demand therefor the license of such warehouseman may be suspended or revoked.

SEC. 7. That any person injured by the breach of any obligation to secure which a bond is given, under the provisions of sections six or nine, shall be entitled to sue on the bond in his own name in any court of competent jurisdiction to recover the damages he may have sustained by said breach.

SEC. 8. That upon the filing with and approval by the Secretary of Agriculture of a bond, in compliance with this Act, for the conduct of a warehouse, such warehouse shall be designated as bonded hereunder; but no warehouse shall be designated as

bonded under this Act, and no name or description conveying the impression that it is so bonded, shall be used, until a bond, such as provided for in section six, has been filed with and approved by the Secretary of Agriculture, nor unless the license issued under this Act for the conduct of such warehouse remains unsuspended and unrevoked.

SEC. 9. That the Secretary of Agriculture may, under such rules and regulations as he shall prescribe, issue a license to any person not a warehouseman to accept the custody of agricultural products and to store the same in a warehouse or warehouses owned, operated, or leased by any State, upon condition that such person agree to comply with and abide by the terms of this Act and the rules and regulations prescribed hereunder. Each person so licensed shall issue receipts for the agricultural products placed in his custody, and shall give bond, in accordance with the provisions of this Act and the rules and regulations hereunder affecting warehousemen licensed under this Act, and shall otherwise be subject to this Act and such rules and regulations to the same extent as is provided for warehousemen licensed hereunder.

SEC. 10. That the Secretary of Agriculture shall charge, assess, and cause to be collected a reasonable fee for every examination or inspection of a warehouse under this Act when such examination or inspection is made upon application of a warehouseman, and a fee not exceeding $2 per annum for each license or renewal thereof issued to a warehouseman under this Act. All such fees shall be deposited and covered into the Treasury as miscellaneous receipts.

SEC. 11. That the Secretary of Agriculture may, upon presentation of satisfactory proof of competency, issue to any person a license to classify any agricultural product or products, stored or to be stored in a warehouse licensed under this Act, according to grade or otherwise and to certificate the grade or other class thereof, or to weigh the same and certificate the weight thereof, or both to classify and weigh the same and to certificate the grade or other class and the weight thereof, upon condition that such person agree to comply with and abide by the terms of this Act and the rules and regulations prescribed hereunder so far as the same relate to him.

SEC. 12. That any license issued to any person to classify or to weigh any agricultural product or products under this Act may be suspended or revoked by the Secretary of Agriculture whenever he is satisfied, after opportunity afforded to the licensee concerned for a hearing, that such licensee has failed to classify or to weigh any agricultural product or products correctly, or has violated any of the provisions of this Act or of the rules and regulations prescribed hereunder, so far as the same may relate to him, or that he has used his license or allowed it to be used for any improper purpose whatsoever. Pending investigation, the Secretary of Agriculture, whenever he deems necessary, may suspend a license temporarily without hearing.

SEC. 13. That every warehouseman conducting a warehouse licensed under this Act shall receive for storage therein, so far as its capacity permits, any agricultural product of the kind customarily stored therein by him which may be tendered to him in a suitable condition for warehousing, in the usual manner in the ordinary and usual course of business, without making any discrimination between persons desiring to avail themselves of warehouse facilities.

SEC. 14. That any person who deposits agricultural products for storage in a warehouse licensed under this Act shall be deemed to have deposited the same subject to the terms of this Act and the rules and regulations prescribed hereunder.

SEC. 15. That grain, flaxseed, or any other fungible agricultural product stored for interstate or foreign commerce, or in any place under the exclusive jurisdiction of the United States, in a warehouse licensed under this Act shall be inspected and graded by a person duly licensed to grade the same under this Act.

SEC. 16. That every warehouseman conducting a warehouse licensed under this Act shall keep the agricultural products therein of one depositor so far separate from agricultural products of other depositors, and from other agricultural products of the same depositor for which a separate receipt has been issued, as to permit at all times the identification and redelivery of the agricultural products deposited; but if authorized by agreement or by custom, a warehouseman may mingle fungible agricultural products with other agricultural products of the same kind and grade, and shall be severally liable to each depositor for the care and redelivery of his share of such mass, to the same extent and under the same circumstances as if the agricultural products had been kept separate, but he shall at no time while they are in his custody mix fungible agricultural products of different grades.

SEC. 17. That for all agricultural products stored for interstate or foreign commerce, or in any place under the exclusive jurisdiction of the United States, in a warehouse licensed under this Act original receipts shall be issued by the warehouseman conducting the same, but no receipts shall be issued except for agricultural products actually stored in the warehouse at the time of the issuance thereof.

SEC. 18. That every receipt issued for agricultural products stored in a warehouse licensed under this Act shall embody within its written or printed terms (a) the location of the warehouse in which the agricultural products are stored; (b) the date of issue of the receipt; (c) the consecutive number of the receipt; (d) a statement whether the agricultural products received will be delivered to the bearer, to a specified person, or to a specified person or his order; (e) the rate of storage charges; (f) a description of the agricultural products received, showing the quantity thereof, or in case of agricultural products customarily put up in bales or packages, a description of such bales or packages by marks, numbers, or other means of identification and the weight of such bales or packages; (g) the grade or other class of the agricultural products received and the standard or description in accordance with which such classification has been made: *Provided*, That such grade or other class shall be stated according to the official standard of the United States applicable to such agricultural products as the same may be fixed and promulgated under authority of law: *Provided further*, That until such official standards of the United States for any agricultural product or products have been fixed and promulgated, the grade or other class thereof may be stated in accordance with any recognized standard or in accordance with such rules and regulations not inconsistent herewith as may be prescribed by the Secretary of Agriculture; (h) a statement that the receipt is issued subject to the United States warehouse Act and the rules and regulations prescribed thereunder; (i) if the receipt be issued for agricultural products of which the warehouseman is owner, either solely or jointly or in common with others, the fact of such ownership; (j) a statement of the amount of advances made and of liabilities incurred for which the warehouseman claims a lien: *Provided*, That if the precise amount of such advances made or of such liabilities incurred be at the time of the issue of the receipt unknown to the warehouseman or his agent who issues it, a statement of the fact that advances have been made or liabilities incurred and the purpose thereof shall be sufficient; (k) such other terms and conditions within the limitations of this Act as may be required by the Secretary of Agriculture; and (l) the signature of the warehouseman, which may be made by his authorized agent: *Provided*, That unless otherwise required by the law of the State in which the warehouse is located, when requested by the depositor of other than fungible agricultural products, a receipt omitting compliance with subdivision (g) of this section may be issued if it have plainly and conspicuously embodied in its written or

printed terms a provision that such receipt is not negotiable.

SEC. 19. That the Secretary of Agriculture is authorized, from time to time, to establish and promulgate standards for agricultural products in this Act defined by which their quality or value may be judged or determined: *Provided*, That the standards for any agricultural products which have been, or which in future may be, established by or under authority of any other Act of Congress shall be, and are hereby, adopted for the purposes of this Act as the official standards of the United States for the agricultural products to which they relate.

SEC. 20. That while an original receipt issued under this Act is outstanding and uncanceled by the warehouseman issuing the same no other or further receipt shall be issued for the agricultural product covered thereby or for any part thereof, except that in the case of a lost or destroyed receipt a new receipt, upon the same terms and subject to the same conditions and bearing on its face the number and date of the receipt in lieu of which it is issued, may be issued upon compliance with the statutes of the United States applicable thereto in places under the exclusive jurisdiction of the United States or upon compliance with the laws of any State applicable thereto in any place not under the exclusive jurisdiction of the United States: *Provided*, That if there be in such case no statute of the United States or law of a State applicable thereto such new receipts may be issued upon the giving of satisfactory security in compliance with the rules and regulations made pursuant to the Act.

SEC. 21. That a warehouseman conducting a warehouse licensed under this Act, in the absence of some lawful excuse, shall, without unnecessary delay, deliver the agricultural products stored therein upon a demand made either by the holder of a receipt for such agricultural products or by the depositor thereof if such demand be accompanied with (a) an offer to satisfy the warehouseman's lien; (b) an offer to surrender the receipt, if negotiable, with such indorsements as would be necessary for the negotiation of the receipt; and (c) a readiness and willingness to sign, when the products are delivered, an acknowledgment that they have been delivered if such signature is requested by the warehouseman.

SEC. 22. That a warehouseman conducting a warehouse licensed under this Act shall plainly cancel upon the face thereof each receipt returned to him upon the delivery by him of the agricultural products for which the receipt was issued.

SEC. 23. That every warehouseman conducting a warehouse licensed under this Act shall keep in a place of safety complete and correct records of all agricultural products stored therein and withdrawn therefrom, of all warehouse receipts issued by him, and of the receipts returned to and canceled by him, shall make reports to the Secretary of Agriculture concerning such warehouse and the condition, contents, operation, and business thereof in such form and at such times as he may require, and shall conduct said warehouse in all other respects in compliance with this Act and the rules and regulations made hereunder.

SEC. 24. That the Secretary of Agriculture is authorized to cause examinations to be made of any agricultural product stored in any warehouse licensed under this Act. Whenever, after opportunity for hearing is given to the warehouseman conducting such warehouse, it is determined that he is not performing fully the duties imposed on him by this Act and the rules and regulations made hereunder, the Secretary may publish his findings.

SEC. 25. That the Secretary of Agriculture may, after opportunity for hearing has been afforded to the licensee concerned, suspend or revoke any license issued to any warehouseman conducting a warehouse under this Act, for any violation of or failure to comply with any provision of this Act or of the rules and regulations made hereunder or upon the ground that unreasonable or exorbitant charges have been made

for services rendered. Pending investigation, the Secretary of Agriculture, whenever he deems necessary, may suspend a license temporarily without hearing.

SEC. 26. That the Secretary of Agriculture from time to time may publish the result of any investigations made under section three of this Act; and he shall publish the names and locations of warehouses licensed and bonded and the names and addresses of persons licensed under this Act, and lists of all licenses terminated under this Act and the causes therefor.

SEC. 27. That the Secretary of Agriculture is authorized through officials, employees, or agents of the Department of Agriculture designated by him to examine all books, records, papers, and accounts of warehouses licensed under this Act and of the warehousemen conducting such warehouses relating thereto.

SEC. 28. That the Secretary of Agriculture shall from time to time make such rules and regulations as he may deem necessary for the efficient execution of the provisions of this Act.

SEC. 29. That nothing in this Act shall be construed to conflict with, or to authorize any conflict with, or in any way to impair or limit the effect or operation of the laws of any State relating to warehouses, warehousemen, weighers, graders, or classifiers; but the Secretary of Agriculture is authorized to cooperate with such officials as are charged with the enforcement of such State laws in such States and through such cooperation to secure the enforcement of the provisions of this Act; nor shall this Act be construed so as to limit the operation of any statute of the United States relating to warehouses or warehousemen, weighers, graders, or classifiers now in force in the District of Columbia or in any Territory or other place under the exclusive jurisdiction of the United States.

SEC. 30. That every person who shall forge, alter, counterfeit, simulate, or falsely represent, or shall without proper authority use, any license issued by the Secretary of Agriculture under this Act, or who shall violate or fail to comply with any provision of section eight of this Act, or who shall issue or utter a false or fraudulent receipt or certificate, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined not more than $500 or imprisoned not more than six months, or both, in the discretion of the court.

SEC. 31. That there is hereby appropriated, out of any money in the Treasury not otherwise appropriated, the sum of $50,000, available until expended, for the expenses of carrying into effect the provisions of this Act, including the payment of such rent and the employment of such persons and means as the Secretary of Agriculture may deem necessary in the city of Washington and elsewhere, and he is authorized, in his discretion, to employ qualified persons not regularly in the service of the United States for temporary assistance in carrying out the purposes of this Act, and out of the moneys appropriated by this Act to pay the salaries and expenses thereof.

SEC. 32. That if any clause, sentence, paragraph, or part of this Act shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

SEC. 33. That the right to amend, alter, or repeal this Act is hereby expressly reserved.

It was amended in 1923 and 1931, as follows:

[1923] That section 2 of the United States Warehouse Act, approved August 11, 1916, is amended to read as follows:

"SEC. 2. That the term 'warehouse' as used in this Act shall be deemed to mean every building, structure, or other protected inclosure in which any agricultural product is or may be stored for interstate or foreign commerce, or,

if located within any place under the exclusive jurisdiction of the United States, in which any agricultural product is or may be stored. As used in this Act, 'person' includes a corporation or partnership or two or more persons having a joint or common interest; 'warehouseman' means a person lawfully engaged in the business of storing agricultural products; and 'receipt' means a warehouse receipt."

That section 5 of the United States Warehouse Act, approved August 11, 1916, is amended to read as follows:

"SEC. 5. That each license issued under sections four and nine of this Act shall terminate as therein provided, or in accordance with the terms of this Act and the regulations thereunder, and may from time to time be modified or extended by written instrument."

That section 6 of the United States Warehouse Act, approved August 11, 1916, is amended to read as follows:

"SEC. 6. That each warehouseman applying for a license to conduct a warehouse in accordance with this Act shall, as a condition to the granting thereof, execute and file with the Secretary of Agriculture a good and sufficient bond to the United States to secure the faithful performance of his obligations as a warehouseman under the laws of the State, District, or Territory in which he is conducting such warehouse, as well as under the terms of this Act and the rules and regulations prescribed hereunder, and of such additional obligations as a warehouseman as may be assumed by him under contracts with the respective depositors of agricultural products in such warehouse. Said bond shall be in such form and amount, shall have such surety or sureties, subject to service of process in suits on the bond within the State, District, or Territory in which the warehouse is located, and shall contain such terms and conditions as the Secretary of Agriculture may prescribe to carry out the purposes of this Act, and may, in the discretion of the Secretary of Agriculture, include the requirements of fire insurance. Whenever the Secretary of Agriculture shall determine that a bond approved by him is, or for any cause has become, insufficient, he may require an additional bond or bonds to be given by the warehouseman concerned, conforming with the requirements of this section, and unless the same be given within the time fixed by a written demand therefor the license of such warehouseman may be suspended or revoked."

That section 11 of the United States Warehouse Act, approved August 11, 1916, is amended to read as follows:

"SEC. 11. That the Secretary of Agriculture may upon presentation of satisfactory proof of competency, issue to any person a license to inspect, sample or classify any agricultural product or products, stored or to be stored in a warehouse licensed under this Act, according to condition, grade or otherwise and to certificate the condition, grade or other class thereof, or to weigh the same and certificate the weight thereof, or both to inspect, sample or classify and weigh the same and to certificate the condition, grade or other class and the weight thereof, upon condition that such person agree to comply with and abide by the terms of this Act and of the rules and regulations prescribed hereunder so far as the same relate to him."

That section 12 of the United States Warehouse Act, approved August 11, 1916, is amended to read as follows:

"SEC. 12. That any license issued to any person to inspect, sample or classify or to weigh any agricultural product or products under this Act may be suspended or revoked by the Secretary of Agriculture whenever he is satisfied, after opportunity afforded to the licensee concerned for a hearing, that such licensee has failed to inspect, sample, or classify or to weigh any agricultural product or products correctly, or has violated any of the provisions of this Act or of the rules and regulations prescribed hereunder, so far as the same may relate to him, or that he has used his license or allowed it to be used for any improper purpose whatever. Pending investigation, the Secretary of Agriculture, whenever he deems necessary,

may suspend a license temporarily without hearing."

That section 15 of the United States Warehouse Act, approved August 11, 1916, is amended to read as follows:

"SEC. 15. That any fungible agricultural product stored for interstate or foreign commerce, or in any place under the exclusive jurisdiction of the United States, in a warehouse licensed under this Act shall be inspected and graded by a person duly licensed to grade the same under this Act."

That section 18 of the United States Warehouse Act, approved August 11, 1916, is amended to read as follows:

"SEC. 18. That every receipt issued for agricultural products stored in a warehouse licensed under this Act shall embody within its written or printed terms (a) the location of the warehouse in which the agricultural products are stored; (b) the date of issue of the receipt; (c) the consecutive number of the receipt; (d) a statement whether the agricultural products received will be delivered to the bearer, to a specified person, or to a specified person or his order; (e) the rate of storage charges; (f) a description of the agricultural products received, showing the quantity thereof, or, in case of agricultural products customarily put up in bales or packages, a description of such bales or packages by marks, numbers, or other means of identification and the weight of such bales or packages; (g) the grade or other class of the agricultural products received and the standard or description in accordance with which such classification has been made: *Provided*, That such grade or other class shall be stated according to the official standard of the United States applicable to such agricultural products as the same may be fixed and promulgated under authority of law: *Provided further*, That until such official standards of the United States for any agricultural product or products have been fixed and promulgated, the grade or other class thereof may be stated in accordance with any recognized standard or in accordance with such rules and regulations not inconsistent herewith as may be prescribed by the Secretary of Agriculture; (h) a statement that the receipt is issued subject to the United States Warehouse Act and the rules and regulations prescribed thereunder; (i) if the receipt be issued for agricultural products of which the warehouseman is owner, either solely or jointly or in common with others, the fact of such ownership; (j) a statement of the amount of advances made and of liabilities incurred for which the warehouseman claims a lien: *Provided*, That if the precise amount of such advances made or of such liabilities incurred be at the time of the issue of the receipt unknown to the warehouseman or his agent who issues it, a statement of the fact that advances have been made or liabilities incurred and the purpose thereof shall be sufficient; (k) such other terms and conditions within the limitations of this Act as may be required by the Secretary of Agriculture; and (l) the signature of the warehouseman, which may be made by his authorized agent: *Provided*, That unless otherwise required by the law of the State in which the warehouse is located, when requested by the depositor of other than fungible agricultural products, a receipt omitting compliance with subdivision (g) of this section may be issued: *Provided, however*, The Secretary of Agriculture may in his discretion require that such receipt have plainly and conspicuously embodied in its written or printed terms a provision that such receipt is not negotiable."

That section 19 of the United States Warehouse Act, approved August 11, 1916, is amended to read as follows:

"SEC. 19. That the Secretary of Agriculture is authorized, from time to time, to establish and promulgate standards for agricultural products by which their quality or value may be judged or determined: *Provided*, That the standards for any agricultural products which have been, or which in future may be, established by or under authority or any other act of Congress shall be, and are hereby, adopted for the purposes of this Act as the official standards of the United States for the

agricultural products to which they relate."

That section 29 of the United States Warehouse Act approved August 11, 1916, is amended to read as follows:

"SEC. 29. That nothing in this Act shall be construed to conflict with, or to authorize any conflict with, or in any way to impair or limit the effect or operation of the laws of any State relating to warehouses, warehousemen, weighers, graders, inspectors, samplers or classifiers; but the Secretary of Agriculture is authorized to cooperate with such officials as are charged with the enforcement of such State laws in such States and through such cooperation to secure the enforcement of the provisions of this Act; nor shall this Act be construed so as to limit the operation of any statute of the United States relating to warehouses or warehousemen, weighers, graders, inspectors, samplers, or classifiers now in force in the District of Columbia or in any Territory or other place under the exclusive jurisdiction of the United States."

That section 30 of the United States Warehouse Act, approved August 11, 1916, is amended to read as follows:

"SEC. 30. That every person who shall forge, alter, counterfeit, simulate, or falsely represent, or shall without proper authority use, any license issued by the Secretary of Agriculture under this Act, or who shall violate or fail to comply with any provision of section eight of this Act, or who shall issue or utter a false or fraudulent receipt or certificate, or any person who, without lawful authority, shall convert to his own use, or use for purposes of securing a loan, or remove from a licensed warehouse contrary to this Act or the regulations promulgated thereunder, any agricultural products stored or to be stored in such warehouse and for which licensed receipts have been or are to be issued, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined not more than $10,000, or double the value of the products involved if such double value exceeds $10,000, or imprisoned not more than one year, or both, in the discretion of the court, and the owner of the agricultural products so converted, used, or removed may, in the discretion of the Secretary of Agriculture, be reimbursed for the value thereof out of any fine collected hereunder, by check drawn on the Treasury at the direction of the Secretary of Agriculture, for the value of such products to the extent that such owner has not otherwise been reimbursed. That any person who shall draw with intent to deceive a false sample of, or who shall willfully mutilate or falsely represent a sample drawn under this Act, or who shall classify, grade or weigh fraudulently, any agricultural products stored or to be stored under the provisions of this Act, shall be deemed guilty of a misdemeanor and upon conviction thereof fined not more than $500 or imprisoned for not more than six months, or both, in the discretion of the court."

[1931] That section 4 of the United States Warehouse Act, approved August 11, 1916, as amended (U. S. C., title 7, sec. 244), is amended to read as follows:

"SEC. 4. That the Secretary of Agriculture, or his designated representative, is authorized, upon application to him, to issue to any warehouseman a license for the conduct of a warehouse or warehouses in accordance with this Act and such rules and regulations as may be made hereunder: *Provided*, That each such warehouse be found suitable for the proper storage of the particular agricultural product or products for which a license is applied for, and that such warehouseman agree, as a condition to the granting of the license, to comply with and abide by all the terms of this Act and the rules and regulations prescribed hereunder."

SEC. 2. That section 6 of the United States Warehouse Act, approved August 11, 1916, as amended (U. S. C., title 7, sec. 247), is amended to read as follows:

"SEC. 6. That each warehouseman applying for a license to conduct a warehouse in accordance with this Act shall, as a condition to the granting thereof, execute and file with the Secre-

tary of Agriculture a good and sufficient bond to the United States to secure the faithful performance of his obligations as a warehouseman under the terms of this Act and the rules and regulations prescribed hereunder, and of such additional obligations as a warehouseman as may be assumed by him under contracts with the respective depositors of agricultural products in such warehouse. Said bond shall be in such form and amount, shall have such surety or sureties, subject to service of process in suits on the bond within the State, District, or Territory in which the warehouse is located, and shall contain such terms and conditions as the Secretary of Agriculture may prescribe to carry out the purposes of this Act, and may, in the discretion of the Secretary of Agriculture, include the requirements of fire and/or other insurance. Whenever the Secretary of Agriculture, or his designated representative, shall determine that a previously approved bond is, or for any cause has become, insufficient, he may require an additional bond or bonds to be given by the warehouseman concerned, conforming with the requirements of this section, and unless the same be given within the time fixed by a written demand therefor the license of such warehouseman may be suspended or revoked."

SEC. 3. That section 8 of the United States Warehouse Act of August 11, 1916, as amended (U. S. C., title 7, sec. 250), is amended to read as follows:

"SEC. 8. That upon the filing with and approval by the Secretary of Agriculture, or his designated representative, of a bond, in compliance with this Act, for the conduct of a warehouse, such warehouse may be designated as bonded hereunder; but no warehouse shall be designated as bonded under this Act, and no name or description conveying the impression that it is so bonded, shall be used, until a bond, such as provided for in section 6, has been filed with and approved by the Secretary of Agriculture, or his designated representative, nor unless the license issued under this Act for the conduct of such warehouse remains unsuspended and unrevoked."

SEC. 4. That section 9 of the United States Warehouse Act, approved August 11, 1916, as amended (U. S. C., title 7, sec. 248), is amended to read as follows:

"SEC. 9. That the Secretary of Agriculture, or his designated representative, may, under such rules and regulations as he shall prescribe, issue a license to any person not a warehouseman to accept the custody of agricultural products, and to store the same in a warehouse or warehouses owned, operated, or leased by any State, upon condition that such person agree to comply with and abide by the terms of this Act and the rules and regulations prescribed hereunder. Each person so licensed shall issue receipts for the agricultural products placed in his custody, and shall give bond, in accordance with the provisions of this Act, and the rules and regulations hereunder affecting warehousemen licensed under this Act, and shall otherwise be subject to this Act, and such rules and regulations, to the same extent as is provided for warehousemen licensed hereunder."

SEC. 5. That section 10 of the United States Warehouse Act, approved August 11, 1916, as amended (U. S. C., title 7, sec. 251), is amended to read as follows:

"SEC. 10. That the Secretary of Agriculture, or his designated representative, may charge, assess, and cause to be collected a reasonable fee for every examination or inspection of a warehouse under this Act when such examination or inspection is made upon application of a warehouseman, and for each license issued to a warehouseman or to any person to classify, inspect, grade, sample, and/or weigh agricultural products stored or to be stored under the provisions of this Act, the Secretary of Agriculture, or his designated representative, may charge, assess, and cause to be collected a reasonable fee. All such fees shall be deposited and covered into the Treasury as miscellaneous receipts."

SEC. 6. That section 11 of the

United States Warehouse Act, approved August 11, 1916, as amended (U. S. C., title 7, sec. 252), is amended to read as follows:

"SEC. 11. That the Secretary of Agriculture, or his designated representative, may upon presentation of satisfactory proof of competency, issue to any person a license to inspect, sample, or classify any agricultural product or products, stored or to be stored in a warehouse licensed under this Act, according to condition, grade, or otherwise and to certificate the condition, grade, or other class thereof, or to weigh the same and certificate the weight thereof, or both to inspect, sample, or classify and weigh the same and to certificate the condition, grade, or other class and the weight thereof, upon condition that such person agree to comply with and abide by the terms of this Act and of the rules and regulations prescribed hereunder so far as the same relate to him."

SEC. 7. That section 12 of the United States Warehouse Act, approved August 11, 1916, as amended (U. S. C., title 7, sec. 253), is amended to read as follows:

"SEC. 12. That any license issued to any person to inspect, sample, or classify, or to weigh any agricultural product or products under this Act may be suspended or revoked by the Secretary of Agriculture, or his designated representative, whenever he is satisfied, after opportunity afforded to the licensee concerned for a hearing, that such licensee has failed to inspect, sample, or classify, or to weigh any agricultural product or products correctly, or has violated any of the provisions of this Act or of the rules and regulations prescribed hereunder, so far as the same may relate to him, or that he has used his license or allowed it to be used for any improper purpose whatever. Pending investigation, the Secretary of Agriculture, or his designated representative, whenever he deems necessary, may suspend a license temporarily without hearing."

SEC. 8. That section 25 of the United States Warehouse Act, approved August 11, 1916, as amended (U. S. C., title 7, sec. 264), is amended to read as follows:

"SEC. 25. That the Secretary of Agriculture, or his designated representative, may, after opportunity for hearing has been afforded to the licensee concerned, suspend or revoke any license to any warehouseman conducting a warehouse under this Act, for any violation of or failure to comply with any provision of this Act or of the rules and regulations made hereunder, or upon the ground that unreasonable or exorbitant charges have been made for services rendered. Pending investigation, the Secretary of Agriculture, or his designated representative, whenever he deems necessary, may suspend a license temporarily without hearing."

SEC. 9. That section 29 of the United States Warehouse Act, approved August 11, 1916, as amended (U. S. C., title 7, sec. 269), is amended to read as follows:

"SEC. 29. That in the discretion of the Secretary of Agriculture he is authorized to cooperate with State officials charged with the enforcement of State laws relating to warehouses, warehousemen, weighers, graders, inspectors, samplers, or classifiers; but the power, jurisdiction, and authority conferred upon the Secretary of Agriculture under this Act shall be exclusive with respect to all persons securing a license hereunder so long as said license remains in effect. This Act shall not be construed so as to limit the operation of any statute of the United States relating to warehouses or to warehousemen, weighers, graders, inspectors, samplers, or classifiers now in force in the District of Columbia or in any Territory or other place under the exclusive jurisdiction of the United States."

SEC. 10. That section 30 of the United States Warehouse Act, approved August 11, 1916, as amended (U. S. C., title 7, sec. 270), is amended to read as follows:

"SEC. 30. That every person who shall forge, alter, counterfeit, simulate, or falsely represent, or shall without proper authority use, any license issued

by the Secretary of Agriculture, or his designated representative, under this Act, or who shall violate or fail to comply with any provision of section 8 of this Act, or who shall issue or utter a false or fraudulent receipt or certificate, or change in any manner an original receipt or certificate subsequently to issuance by a licensee, or any person who, without lawful authority, shall convert to his own use, or use for purposes of securing a loan, or remove from a licensed warehouse contrary to this Act or the regulations promulgated thereunder, any agricultural products stored or to be stored in such warehouse, and for which licensed receipts have been or are to be issued, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined not more than $10,000, or double the value of the products involved if such double value exceeds $10,000, or imprisoned not more than ten years, or both, in the discretion of the court, and the owner of the agricultural products so converted, used, or removed may, in the discretion of the Secretary of Agriculture, be reimbursed for the value thereof out of any fine collected hereunder, by check drawn on the Treasury at the direction of the Secretary of Agriculture, for the value of such products to the extent that such owner has not otherwise been reimbursed. That any person who shall draw with intent to deceive, a false sample of, or who shall willfully mutilate or falsely represent a sample drawn under this Act, or who shall classify, grade, or weigh fraudulently, any agricultural products stored or to be stored under the provisions of this Act, shall be deemed guilty of a misdemeanor, and upon conviction thereof fined not more than $500, or imprisoned for not more than six months, or both, in the discretion of the court."

Warehouse, bonded. (*See* Stores, public; *specimen, page 951.*) The bonded warehouse serves for the storing of dutiable goods without payment of duty until they are removed and released by the Customs, which has several classifications for bonded warehouses. Such warehouses, also known as *Customs warehouses,* are classified as follows:

(1) Premises owned or leased by the government and used for the storage of merchandise undergoing examination by the appraiser, under seizure, or pending final release from Customs custody. Unclaimed merchandise stored in such premises is held under general order.

(2) Importer's private bonded warehouses, used exclusively for the storing of merchandise belonging or consigned to the proprietor of the warehouse. A bonded yard or shed, as well as a bonded bin, parts of a building, or elevators for the storage of grain and the like (as under 4 and 5), are also classified as "importer's private bonded warehouses," if they are used for the storage of merchandise belonging or consigned to their proprietor (see 4 and 5).

(3) Public bonded warehouses, used exclusively for the storage of imported merchandise. A warehouse of this class must consist of an entire building, or a part of a building entirely separated from the rest of the building by suitable partitions or walls. General order merchandise is ordered only into warehouses of this class (3). (*See* Tariff Act, *heading:* "Section 4.90.")

(4) Bonded yards or sheds for the storage of heavy and bulky imported merchandise; stables, feeding pens, corrals, or other similar buildings or limited enclosures for the storage of imported animals; and tanks for the storage of imported liquid merchandise in bulk.

(5) Bonded bins or parts of buildings or of elevators to be used for the storage of grain, effectively separated from the rest of the building.

(6) Warehouses for the manufacture in bond, solely for exportation, of articles made in whole or in part of

imported materials or of materials subject to internal revenue tax; and for the manufacture and home consumption or exportation of cigars wholly of tobacco imported from one country. (*See* Bond, Customs.)

(7) Warehouses bonded for smelting and refining imported ores and crude metals for exportation or for domestic consumption.

(8) Bonded warehouses established for the purpose of cleaning, sorting, repacking, or otherwise changing in condition, but not manufacturing, imported merchandise under Customs supervision (at the expense of the proprietor).

Bonded merchandise is at all times open to Customs inspection; it cannot be removed without Customs permission or without knowledge of its owners, who must furnish the necessary bonds to assure that all regulations of the Customs are complied with (*see* Bonds). In this manner, the Customs are protected from loss in case of evasion of duty, which is made doubly sure by having the owners of the goods likewise deposit security or bonds for the merchandise so stored or handled. The United States Customs Regulations prescribe the general provisions for bonded warehouses, manipulation in them, and certification of storekeeper's reports, as well as the requirements for the establishment of bonded warehouses for manufacturing, smelting, and refining, and so forth, including the merchandise handled in a foreign trade zone (*see* Zone) in great detail. In some countries, the construction and general plan of a structure intended as a bonded warehouse is prescribed by law, in addition to the Customs regulations for the goods stored or handled or prohibited. (*See* Entrepôt.) (*See specimen, pages 951–952.*)

Warehouse, bonded, manufacturing entry. *See* Customs entry, *heading:* "Bonded manufacturing warehouse entry." *See specimen, page 951.*

Warehouse certificate. *See* Warehouse receipt.

Warehouse clause. *See* Insurance, warehouse-to-warehouse.

Warehouse collateral. *See* Warehouse receipt; Warehouse financing.

Warehouse, Customs. *See* Warehouse, bonded; Stores, public.

Warehouse entry. Signifies that the importer wishes to enter his imports in a bonded warehouse and makes application for permission to do so. (*See* Warehouse; Entry (of) goods.) Entry for warehousing in the United States is made in triplicate (*see specimen, page 951*). (*See* Customs entry, *heading:* "Warehouse entry"; Bond, Customs.)

Warehouse entry, bonded, manufacturing. *See* Customs entry, *heading:* "Bonded manufacturing warehouse entry."

Warehouse financing. The financing of goods stored in a warehouse (*see* Warehouse) on the basis of the warehouse receipt is of the greatest possible help and importance to the importer. Especially in connection with raw materials, and the like, which have seasonal sales or which are sold only at intervals, this storing of merchandise permits the postponement of duty payments (and sometimes payment for the merchandise itself, if a consignment has been shipped on the condition that it need be paid for only at the rate at which quantities are released from storage) until goods are used or sold. The bonded warehouse also permits re-exportation without duty having first been paid. Moreover, warehousing is not only of such importance with regard to the movement of imported goods from the warehouse to the buyer or consumer, but also for goods shipped by a producer, to be exported and collected and stored in a warehouse until sold

overseas or until shipment is arranged. Thus, the warehouse is of great help in every way from both a technical and a financial point of view. (*See* Warehouse receipt.)

Warehouse (for) general order merchandise. Any warehouse in which general order merchandise is stored must be a bonded warehouse. There are eight classes of bonded warehouses, but general order merchandise would only be ordered into warehouses of class (3). (*See* Tariff Act, *heading:* "Section 4.90"; Warehouse, bonded.)

Warehouse, importer's private bonded. *See* Warehouse, bonded; Warehouse, privately owned.

Warehouse-to-warehouse insurance. *See* Insurance, warehouse-to-warehouse.

Warehouse, internal revenue. This warehouse, as far as foreign trade is concerned, serves for the storing of merchandise which can be exported under the revenue laws without payment of the internal revenue tax (*see* Drawback, tax refund).

Warehouse loan. *See* Warehouse financing.

Warehouse, manufacturing. *See* Warehouse, bonded; Bond, Customs.

Warehouse, manufacturing, bonded, entry. *See* Customs entry, *heading:* "Bonded manufacturing warehouse entry."

Warehouse, privately owned. The privately owned warehouse may be just a public warehouse, for public use, or one used by private interests storing their own merchandise which, however, is not dutiable and therefore not bonded.

Warehouse, public. A warehouse, privately owned, for public use.

Warehouse receipt. This certifies receipt and confirms storage of goods. It guarantees delivery of the goods on demand (subject to Customs permits for release, in case of dutiable merchandise) from bonded warehouses. (*See* Warehouse, bonded.) The receipt, therefore, represents the goods themselves, and their endorsement to a third party is equivalent to their ownership by or delivery to the third party or the third party's order. Thus, the receipt serves as collateral for all financing transactions in connection with stored merchandise (*see* Warehouse financing), as well as for many commercial sales and purchases made on the basis of the warehouse receipt. It can, therefore, be used both as collateral for loans and for the control and direction of deliveries. The warehouse plays a very important role in all commerce, including, of course, foreign trade, for the warehouseman, just like the banker, guards the wealth of others, and, as he is the custodian of commodities and goods, just as the banker is of money, his integrity is important and his responsibility great. Both professions, in turn, are linked on account of the fact that many commodities and other goods deposited in warehouses are financed through the medium of warehouse receipts. The Uniform Warehouse Receipts Act of 1906, amended in 1922, adopted by practically every state in the Union, and also the District of Columbia, Alaska, the Philippine Islands, and Puerto Rico, establishes both the responsibilities of the warehouseman and the protection to be afforded to the holders of warehouse receipts. Valid warehouse receipts are only those which are issued by a bona fide warehouseman, not by the depositor of commodities, or his agent. The mere fact that a warehouse is licensed does not guarantee validity of its receipts. The valid receipt identifies the deposited commodities, but neither is it a guarantee of grade, nor does it take the place of insurance or protect as insurance does; it is not a guarantee of title if secured by fraud or misrepre-

sentation. But, on the other hand, the transfer of a warehouse receipt in good faith and in the ordinary course of business operates to transfer the title to the commodities, goods, and so forth, covered by the receipt, and it is therefore recognized as a prime instrument of credit.

The Uniform Warehouse Receipts Act specifies two distinct forms of Warehouse Receipts: Negotiable and Non-negotiable. Each Warehouse Receipt must, in accordance with the Uniform Warehouse Receipts Act, specify:

(a) The location of the warehouse where the commodities are stored.
(b) The date of issue of the Warehouse Receipt.
(c) The consecutive number of the Warehouse Receipt.
(d) A statement as to whether the commodities received will be delivered to the bearer, to a specified person, or to a specified person or his order.
(e) The rate of storage. This can be included by reference to the warehousing agreement between the depositor and the warehouseman.
(f) The description of the commodities or of the packages containing them.
(g) The signature of the warehouseman, which may be made by his authorized agent.
(h) If the Warehouse Receipt is issued for commodities of which the warehouseman is owner, either solely or jointly or in common with others, the fact of such ownership.
(i) A statement of the amount of advances made and of liabilities incurred for which the warehouseman claims a lien. If the precise amount of such advances made or of such liabilities incurred is, at the time of the issue of the Warehouse Receipt, unknown to the warehouseman or to his agent who issues it, a statement of the fact that advances have been made or liabilities incurred and the purpose thereof is sufficient and may be included on the Warehouse Receipt by reference to a warehousing agreement between the depositor of the commodities covered by such Warehouse Receipt and the warehouseman.

The warehouseman incurs liability for the omission of any of the foregoing on Negotiable Warehouse Receipts. In defining Negotiable and Non-Negotiable Warehouse Receipts, the Uniform Warehouse Receipts Act provides that a Warehouse Receipt in which it is stated that the commodities referred to thereon will be delivered to the depositor or to any other specified person or company is a Non-Negotiable Warehouse Receipt; but a Warehouse Receipt on which it is stated that the commodities will be delivered to the "bearer" or to the *order* of any specified person or company is a Negotiable Warehouse Receipt.

A Negotiable Warehouse Receipt may be negotiated and passed from hand to hand by endorsement (without endorsement if issued to the order of "Bearer") in practically the same manner as any other negotiable instrument. The right of possession of the commodities referred to thereon follows the ownership and possession of a Negotiable Warehouse Receipt. Lawful delivery of the commodities cannot be made without the surrender to the warehouseman of the Negotiable Warehouse Receipt properly endorsed by the holder thereof (endorsement is not necessary if issued to the order of "Bearer"). A Negotiable

Warehouse Receipt, by reason of the ease of negotiation, has certain distinct advantages that do not obtain in the case of a Non-Negotiable Warehouse Receipt. A banker may readily accept as collateral a properly endorsed Negotiable Warehouse Receipt when issued to the order of a specified person or company and without endorsement when issued to the order of "Bearer" provided such Negotiable Warehouse Receipt has been issued by a bona fide warehouseman, and provided the banker is satisfied with the endorsements thereon and is satisfied that the commodities are as represented thereon.

If a Negotiable Warehouse Receipt provides for the delivery of the commodities referred to thereon to "Bearer," the Negotiable Warehouse Receipt may be negotiated without endorsement and by simple delivery, but if the delivery of the commodities is to be made to the *order* of a specified person or company, the specified person or company must endorse the Negotiable Warehouse Receipt before it can be negotiated. If a Negotiable Warehouse Receipt is made to the order of a specified person or company, requiring endorsement for negotiation, and the Warehouse Receipt is merely delivered for value without endorsement, the transferee acquires a right against the transferor to compel him to endorse the Negotiable Warehouse Receipt unless the parties have a contrary intention. In such a case, the negotiation of the Negotiable Warehouse Receipt takes effect as of the time when the endorsement is actually made.

The law requires that a Negotiable Warehouse Receipt, properly endorsed by the holder thereof (endorsement not necessary if to the order of "Bearer"), must be surrendered to the warehouseman who has issued the Negotiable Warehouse Receipt before either a partial or total delivery of the commodities referred to thereon will be authorized by the warehouseman. If only a partial delivery of the commodities is required, the warehouseman who has issued the Negotiable Warehouse Receipt will endorse on the back thereof the quantity delivered. If the total delivery of the commodities is required, the warehouseman will retain and cancel the Negotiable Warehouse Receipt. The foregoing requirement might cause delay in the delivery of commodities, and it is often found that a Non-Negotiable Warehouse Receipt is more convenient both to the depositor of the commodities referred to thereon and to the holder thereof.

Holders of Warehouse Receipts, either Negotiable or Non-Negotiable, should use extreme care in filling out Orders for Warehouse Release authorizing the release of commodities covered by such Warehouse Receipts. Orders for Warehouse Release should be executed with the same care that a banker expects a depositor to exercise in making out checks.

A warehouseman's lien for storage charges, advances, and so forth, is a prior lien, whether the commodities to which the lien attaches are covered by a Negotiable or a Non-Negotiable Warehouse Receipt.

When the right of possession of commodities covered by either a Negotiable or a Non-Negotiable Warehouse Receipt is to be transferred on the books of the warehouse company, a signed Transfer Order is required by the warehouseman and, in the case of a Negotiable Warehouse Receipt, the surrender of the Negotiable Warehouse Receipt for endorsement. Commodity Transfer Orders differ from Orders for Warehouse Release only to the extent that they refer to the transfer rather than to the physical delivery of the commodities referred to

therein. Commodity Transfer Orders should contain the same information as an Order for Warehouse Release.

See Bush Terminal Company; Warehousemen's Association.

(*See specimens, pages 953–958.*)

Warehouse, re-entry and withdrawal. *See* Customs entry.

Warehouse, refining. *See* Warehouse, bonded.

Warehouse, regular. This is the grain trade term for a warehouse in which grain is stored in bulk, and in which the grain of different owners is mixed together, or in which grain is stored in such a manner that the identity of different lots or parcels is not accurately preserved.

Warehouse release. *See* Warehouse receipt. (*See specimen, page 958.*)

Warehouse, smelting. *See* Warehouse, bonded.

Warehouse system. In the grain trade, two or more warehouses in a port, for example, the Port of New York, owned or operated by one individual, firm, or corporation, in which graded grain is stored, are known as a *system*, and warehouse receipts designating such system may be issued without designating the particular warehouse into which the grain was delivered.

Warehouse transfer. *See* Warehouse receipt. (*See specimens, pages 953–958.*)

Warehouse, transfer from warehouse to warehouse. That is, from one warehouse to another, for goods which are imported and on which duty has not yet been paid. Takes place under Customs supervision, receipt, and delivery, with receiving and delivering warehouses concurring. (*See specimen, page 779.*) (*See* Insurance, warehouse-to-warehouse.)

Warehouse uniform receipt. *See* Warehouse receipt.

Warehouse (to) warehouse insurance. *See* Insurance, warehouse-to-warehouse.

Warehouse warrant. *See* Warrant.

Warehouse withdrawal. Possible only for commodities on which duty has been paid (*see* Warehouse receipt), or, if duty has not been paid in full or at all, on deposit of the prescribed bond with the Customs authorities. (*See* Customs entry, *various headings.*)

Warehouse withdrawal conditionally free. *See* Customs entry, *heading:* "Warehouse withdrawal, conditionally free."

Warehouse withdrawal for consumption entry. *See* Customs entry, *heading:* "Warehouse withdrawal for consumption"; Warehouse release.

Warehouse withdrawal permit. *See specimen, page 958; see* Warehouse receipt.

Warehouse withdrawal for transportation and exportation entry. *See* Customs entry, *heading:* "Withdrawal for transportation and exportation entry."

Warehouse withdrawal for transportation entry. *See* Customs entry, *heading:* "Withdrawal for transportation entry."

Warehouseman's liability. *See* Warehouse receipt.

Warehouseman's lien. *See* Warehouse receipt.

Warehousemen's Association. This association protects the interests of both the warehouseman and the depositors of commodities and goods in them, and, in view of its close relationship to banking (*see* Warehouse receipt), its committee on banking relations, at the headquarters in Chicago, will furnish bankers, upon application, confidential information as to the standing and validity of any warehouse receipts that may be offered. (*See* Warehouse receipt.)

The American Warehousemen's Association, with the assistance of the American Bankers Association, has

perfected standard forms of Negotiable and Non-Negotiable Warehouse Receipts. These standard forms were approved and accepted at a conference held in Washington, D. C., in September, 1924, under the auspices of the United States Department of Commerce. This conference was attended by representatives of associations representing warehousemen, shippers, bankers, and others having an interest in the use of Warehouse Receipts. (*See specimens, pages 953–958.*)

The principles of these standard forms of Negotiable and Non-Negotiable Warehouse Receipts are in general use by members of the American Warehousemen's Association. However, it is not necessary to include on a Warehouse Receipt all of the details of the warehousing contract, since certain of such details can be made a part of the terms of the Warehouse Receipt through reference to warehousing agreements between the warehouseman and the depositor of commodities.

A warehouseman's liability is established by law, and therefore it is not necessary to include the details of a warehouseman's liability on a Warehouse Receipt.

As the law in all of the States and jurisdictions in which it has been adopted, the Uniform Warehouse Receipts Act requires that the operator of a warehouse must be a bona fide warehouseman—"a person lawfully engaged in the business of storing goods for profit." The act further stipulates that a *valid* Warehouse Receipt can be issued *only* by a bona fide warehouseman as thus defined.

Warrant. A duplicate warehouse receipt, or, rather, a combined warehouse and trust receipt. (*See* Warehouse receipt; Trust receipt.) In the United States the warehouse receipt is not issued in duplicate. But in most European countries it is so issued, one copy being the "receipt" (or "cedule") and the other being the "warrant" (or "bulletin"). The one may be used in transferring property rights, the other in security for a loan.

Wartime control. In times of war, nations control their exports and imports, both in order to develop stock piles (*see* Stock pile) of materials needed for war industries and war purposes (domestic as well as created or increased by imports) and to prevent weakening by lessening of such stocks, or their possible indirect or direct sale to the enemy, by export shipments. They also control the export and import transactions as such by blacklisting enemy or enemy-connected firms abroad and prohibiting any trade with them. (*See* Export control; Import control.)

Waters, marine, of the United States. As used in the United States Customs Regulations, this term embraces all waters of the United States navigable to, or from, the ocean.

Wave, tidal, insurance. *See* Insurance, tidal wave.

Waves, price. *See* Price fluctuations.

Waybill. The name used for the airplane bill of lading (*see* Air waybill).

Ways and Means Committee. Bills in the United States House of Representatives relating to the revenue and bonded debt of the United States are referred to this committee. It was established in 1789 as a select committee, and was made a standing committee in 1802.

Wealth, national. The most accurate estimates of national wealth are obtained from statistics of national income. (*See* National wealth; National income.)

Webb Act. This act, also known as the "Export Trade Act," and the "Webb-Pomerene Act," is an "Act to promote Export Trade" of the United States. The law is entitled the "Ex-

port Trade Act," although it is often referred to as the "Webb Act" or the "Webb-Pomerene Law" or Act. It grants conditional exemption from the provisions of the Sherman Anti-Trust Act, sections 1, 2, and 3 of which are reproduced (*see* Sherman Anti-Trust Law), as well as section 7 of the Clayton Act (1914), a law against unlawful restraints and monopolies, as far as export trade is concerned. On the other hand, the Export Trade Act or Webb Act specifically extends the antitrust provisions of the Federal Trade Commission Act, which provides for prohibition "against methods of competition" in export trade, though the acts may be done abroad. (*See* Federal Trade Commission Act.)

The Webb-Pomerene Act, which became law in 1918, makes it possible for exporters to form export associations. Such associations not only made possible a concerted sales effort, but they enabled exporters to cut their individual overhead, benefiting in turn the products or merchandise sold to the extent of reducing the eventual landed cost (*see* Landed) and thereby giving United States exports a greater chance in fighting competition and in maintaining their markets once they had entered them (*see* Landed). It permits expressly an association for the sole purpose of engaging in export trade, and sanctions agreements made or acts done in the course of export trade by such association, provided they are not in restraint of trade within the United States, or of the export trade of any domestic competitor of such association. For the purposes of this Act, "export trade," "trade within the United States," and "association" are defined as follows:

Export trade means "solely trade or commerce in goods, wares, or merchandise exported, or in the course of being exported from the United States or any Territory thereof to any foreign nation" and shall not be deemed to include the production, manufacture, or selling for consumption or for resale, within the United States or any Territory thereof.

Association means "any corporation or combination, by contract or otherwise, of two or more persons, partnerships, or corporations."

The Practice and Procedure of the Export Trade Act are described in detail by the Federal Trade Commission's Export Trade Office. The Export Trade Act, therefore, provides for export associations which must report to the Federal Trade Commission as per section 5 of the act (*see* Federal Trade Com.), which provides for the filing of papers with the Federal Trade Commission by an export association, and covers procedure in case of violation of the act. Organization papers, which shall be filed "within 30 days after its creation" include a verified first report, copies of the articles or contract of association, by-laws, and, if the group is incorporated, a copy of its certificate of incorporation. An annual report is required, and the association shall also furnish "such information as the Commission may require as to its organization, business, conduct, practices, management, and relation to other associations, corporations, partnerships, and individuals." (*See* Export associations.)

Co-operative sales organizations have been successfully formed under this act. This is particularly true in heavy chemicals, lumber, and other products where standard quality is inherent in the product itself. On the other hand, highly fabricated articles involving varying degrees of workmanship (and, therefore, varying degrees of quality in the products of different factories) do not lend themselves to this form of sales organiza-

tion. Some units of this kind, however, are based upon allocation of sales territories between members; more frequently, they are formed for the purpose of fixing export prices and preventing competitive selling overseas.

Other units have been formed for the purpose of co-operative selling through a single sales organization in each country. Their theory is to allocate orders either in rotation or by some other means acceptable to all the member manufacturers at home.

The annual reports of the Federal Trade Commission contain data on the results. Experience has shown, since the passage of the act, that group action in export trade is advantageous, and the export associations filing papers with the Federal Trade Commission include many and most contrasting items of American industry and production: lumber and provisions, springs and tires, alkali and dried fruit, rice and carbon black, cement and copper, abrasives and electrical apparatus, screws and phosphates, milk and naval stores, pencil and pipe fittings, valves and plate glass, steel, textiles, sulphur, and so on.

Webb-Pomerene Act. *See* Webb Act.

Webb-Pomerene Law. *See* Webb Act.

Weigher. The Customs weigher personally weighs the designated articles, on the Customs scales, certifying and recording results obtained. (*See* Weight certificate.) Weighers are also employed by municipalities, dock and port authorities, and private concerns as well as warehouses and exchanges. (*See* Sampling, commercial; Weight (by) official weigher.)

Weighing. *See* Weigher.

Weight. *See* Responsibilities and liabilities, carrier and ship.

Weight, actual, net. *See* Weight, legal, net.

Weight allowance. Also called *draft.* A preagreed deduction from the delivered weight besides the tare (*see* Tare; Tare allowance) of a very small fraction (about one-half to one per cent) of the total weight of some cargoes, commodities, or other goods, to compensate for loss in handling, and so forth (*see* Weight draft; Weight, delivered).

Weight certificate. A certificate issued by the weigher. (*See* Weigher.)

Weight (of) commodity duties. *See* Packing, various duties.

Weight, delivered. The weight of merchandise when delivered.

Weight, delivered, ex warehouse. (*See* Ex.) The weight of the merchandise at the warehouse, at the time of delivery, that is, it is weighed at warehouse at time of being delivered from warehouse.

Weight, delivered, free on quay. The weight as determined when the merchandise has been delivered at the quay (free of charge).

Weight draft. Also known as *weight allowance.* This allowance, which is agreed upon between buyer and seller, protects both against any differences in weight that might occur between the weight as ascertained and recorded on the date of landing and the date on which the purchase is actually completed (delivery).

Weight, duty (by). *See* Weight, legal, net; Packing, various duties.

Weight (of) freight. *See* Freight (by) weight.

Weight, gross. This means the weight of the goods with the inclusion of all packing, wrappers or containers, internal and external. In other words, it is the total weight of a package as shipped. (*See* Net weight.)

Weight, gross, duty. *See* Packing, various duties.

Weight, gross, less tare. *See* Tare.

Weight guarantee. A guarantee that the weight of the delivered merchandise is as stated when sold.

Weight, import. It is important for the foreign trader to consult the tariff act of each country to which shipments are made, as duties may be subject to gross, net, or legal weight (*see* Weight, gross; Net weight; Weight, legal).

Weight, landed. The weight of the merchandise when landed. (*See* Weight, shipped.)

Weight, legal. (*See* Weight, legal, net.) The legal weight is the weight of the goods themselves plus that of their immediate containers or wrappers. This definition is subject to minor variation in the Customs laws of those countries which recognize legal weight for the purpose of levying import duties. There are only a few such countries in the world.

Weight, legal, actual. *See* Weight, legal, net.

Weight, legal, duty. *See* Packing, various duties; Weight, legal, net.

Weight, legal, net. There is no standardized definition of this term. In a few countries the term is used as a distinction between the *actual net weight*, which is the weight of the goods themselves, and the *legal net weight*, which is the weight of the goods including their immediate wrappers. (*See* Weight, legal.) The legal net weight also may be determined by deducting the legal tare from the gross weight (*see* Tare, legal). *Legal net weight* has limited usage in international trade, and where the term is used, it is advisable to ascertain the exact definition in the tariff law of the country in question. (*See* Packing, various duties.)

Weight, legal, plain. *See* Packing, various duties.

Weight measurement option. *See* Freight (by) measurement; Freight (by) weight.

Weight, net. *See* Net weight; Weight, legal, net.

Weight, net, duty. *See* Packing, various duties; Weight, legal, net.

Weight note. The note, or slip, which is included in cases or packages showing the individual weight of each unit. It is also the official weigher's record.

Weight (by) official weigher. The weight at port, quay, and so forth, by official weigher. (*See* Weigher.)

Weight, outturn. The weight as it turns out, or is proved to be, when merchandise is being weighed, regardless of the weight at the time of shipment, landing, storage, and so forth.

Weight, outturn, guaranteed. The outturn weight is guaranteed. In case of loss (in transit, storage, handling, and so forth), the seller takes the risk and loss. (*See* Weight, outturn.)

Weight, plain, legal. *See* Packing, various duties.

Weight price. The price is based on the weight.

Weight, proof of. The proof of weight, when demanded, is the official weigher's record (*see* Weigher; Weight note).

Weight quotation. The quotation is based on the weight.

Weight shipped. Means exactly what it says: the weight of the merchandise or commodities when shipped. It is not always equivalent to the weight of the goods when they arrive at destination, for since their shipment they may have lost weight by evaporation, gained weight by moisture or water, or the like.

Weight, standard. *See* Standard weight.

Weight, tare. *See* Tare weight.

Weighted. An article is artificially weighted (for example, silk, by adding chalk). (*See* Overtared.)

Weights and measures. The United States Department of Commerce (National Bureau of Standards) publishes "General Tables of Weights and Measures" (LC 682), containing:

I. Tables of United States Customary Weights and Measures

II. Tables of Metric Weights and Measures

III. Tables of Interrelation of Units of Measurement

IV. Tables of Equivalents

It also publishes, as its Miscellaneous Publication M121, "Units of Weight and Measure (United States Customary and Metric): Definitions and Tables of Equivalents," as well as a series of other publications dealing with the subject, all of which may be had upon application.

WEIGHTS AND MEASURES, UNITS AND STANDARDS

(Courtesy of the American Institute of Weights and Measures, 33 Rector Street, New York, U. S. A.)

The fundamental purpose of this chart is to furnish a source of reference for units, standards, and conversion factors. The chart replaces all "tables" of weights and measures, and its "dictionary" form increases its utility.

A

Acre	160 square rods 4840 square yards 43560 square feet 0 405 hectare
Angstrom Unit	10^{-10} meter 1/10,000 micron 0 003937 millionths of an inch

B

Barrel	7056 cubic inches
Board Foot	144 cubic inches 2360 cubic centimeters
B t u (British Thermal Unit)	778 foot pounds 0 2930 watt hour 0 252 calorie
Bushel	2150.42 cubic inches 1¼ cubic feet (approx)

C

Calorie	1 kilogram of water at 4° C raised 1 degree Centigrade 3.97 B t.u.
Carat	200 milligrams 3.0865 grains
(Centare) (square meter)	10 764 square feet 1 196 square yards
(Centimeter)	0 3937 inch
Chain (Engineer's)	100 links of 1 foot each 30.48 meters
(Surveyor's or Gunter's)	4 rods 100 links 66 feet 20 1 meters
(Cheval) (French horsepower)	0 986 horsepower
Circular Mil	Area of circle of diameter is one mil or 1/1000 inch. 0 000000785 square inch
Cord	1128 cubic feet 3 625 cubic meters
(Cubic Centimeter) (See also milliliter)	0 061 cubic inch
Cubic Foot	1728 cubic inches 60 pints 8/10 bushel 1000 ounces of water, approx. 0 028 cubic meter 28.32 liters
Cubic Foot of Water	62 4 pounds 1000 ounces, approx
Cubic Inch	16.39 cubic centimeters
(Cubic Meter)	35 315 cubic feet 1 308 cubic yards
Cubic Yard	27 cubic feet 0 765 cubic meter

D

(Decimeter)	3.937 inches
Dram (Fluid)	60 grains 3.697 milliliters 4 grams (approx)

E

Em, Pica (printing industry)	1/6 of an inch

F

Fathom (nautical)	6 feet 1.83 meters
Fluid Ounce	8 fluid drams 29 573 milliliters
Foot	473404 wave-lengths of red ray of cadmium 12 inches 0 305 meter
Foot Pound	0 1384 kilogrammeter
Furlong (British)	220 yards 201 2 meters

G

Gallon (U S.)	231 cubic inches 4 quarts 8 pints 3 785 liters 128 fluid ounces
Gallon of Water	8.33 pounds
Gallon per Cubic Foot	1.254 liters per cubic meter
Gallon (British Imperial) (Canadian)	277 3 cubic inches 1 201 U. S gallons Weight of 10 lb. water at 15° C. 4.546 liters
Gill	¼ pint
Grain	1/700 pound avoirdupois 0 0648 gram
Grain per Cubic Foot	2 288 grams per cubic meter
Gram	15 43 grains 0 0353 ounce 0.0022 pound
(Gram per Cubic Meter)	0 437 grains per cubic foot

H

Hand	4 inches

(Hectoliter) (dry measure)	2.84 bushels
(Hectare) (square hectometer)	2 47 acres
Horsepower	33,000 ft lb. per minute 42 41 B t.u. per minute 1 014 cheval 746 watts
Hundredweight (British)	112 pounds 50.80 kilograms

I

Inch	39450 1/3 wave-lengths of red ray of cadmium 25.4 or 127/5 millimeters

J

(Joule)	1 watt second

K

(Kilogram)	2 2046 pounds 35.274 ounces 15432 36 grains 0.0011 short ton 0.00098 long ton
(Kilogram per Cubic Meter)	0 0624 pounds per cubic foot
(Kilogram per Square Centimeter)	14 225 pounds per square inch
(Kilogram per Square Meter)	0 205 pounds per square foot
(Kilometer)	1000 meters 0 621 mile
Kilowatt	1 34 horsepower 44 257 ft lb per minute 56 87 B t u per minute
Knot (nautical, speed)	6080 20 feet per hour 1 85 kilometers per hour 1′ arc at equator

L

(Lbs. into kilograms: *see* Kilograms.)	
Light Year	5 9 × 10^{12} miles 9.5 × 10^{12} kilometers
Line (obsolete)	1/12 inch
Link (surveyor's measure)	0.66 foot 0.201 meter
(Liter) (Note error in metric system, for liter was designed to be 1 cu. decimeter)	1 000027 cubic decimeter 0 264 gallon 1 057 quart 61.02 cubic inches 0 035 cubic feet 33 8147 fluid ounces 270 518 fluid drams
(Liter per Cubic Meter)	0.00748 U. S. gallon per cubic foot
(Liter per Second)	2 12 cubic feet per minute 15 85 U S gallons per minute

M

Meter	39 37 inches 3 28 feet 1.09 yards 1,553,164.13 wave-lengths of red ray cadmium
(Metric Ton)	2204.6 pounds 1.1023 short tons
(Micron)	0 001 millimeter 10,000 Angstrom units 39 37 millionths of an inch
Microgram	1/1000 milligram
Mil	0 001 inch 25.4 microns 0 0254 millimeters
Mile	1760 yards 5280 feet 1 61 kilometers
Milligram	0 0154 grain
Milliliter (See liter above)	1 000027 cubic centimeter 0 0610 cubic inch
Miner's Inch	1 2 cubic feet per minute
Minim (Fluid)	1/60 fluid dram 1/480 fluid ounce
(Myriameter)	10,000 meters 6 2137 miles

O

Ounce	437 5 grains
(Avoirdupois, ordinary)	0 911 troy ounces 0 000446 long ton 28 35 gram
Ounce, fluid	1 805 cubic inches 29 573 milliliters
Ounce, fine	troy ounce 480 grains 31 104 grams

P

Perch (British)	30 25 square yards 1/160 acre
(Pied) (French foot)	12 Paris inches 0 325 meter
Pint	0 4732 liter
Point (Printer's type)	1/72 inch
Pole (British)	5½ yards 5 03 meter 1 rod approx
Pouce (Paris inch)	2 71 centimeter
Pound	16 ounces 7000 grains 454 grams 0 454 kilogram 14 58 troy ounces
Pound per Cubic Foot	16 02 kilogram per cubic meter
Pound per Square Inch	0 434 × head of water, feet
Pound per Square Inch	0 073 kilogram per square centimeter
Pound per Square Foot	4 88 kilogram per square meter

Q

Quart	2 pints ¼ gallon 0 946 liter
Quarter (British quarter hundredweight)	28 pounds 12 70 kilograms
Quintal	100 kilograms 220.46 pounds

R

Rod (Surveyor's measure)	25 links 5 03 meters
Rood (British)	40 perches ¼ acre

S

(Stere)	1 cubic meter
(Square Centimeter)	0 155 square inch
Square Foot	0 093 square meter
Square Inch	6 452 square centimeters
(Square Kilometer)	0.386 square mile
(Square Meter)	10 764 square feet
(centare)	1.196 square yard
Square Mil	0 000001 square inch
	0 00000645 square centimeter
Square Mile	640 acres
	3,097,600 square yards
	2 59 square kilometers
(Square Millimeter)	0.00155 square inch
Square Rod	25 29 square meters
Square Yard	0 836 square meter
Stone (British)	14 pounds
	6 35 kilograms

T

(Toise) (French)	6 Paris feet
	1 95 meter
Ton (short)	2000 pounds
	907 kilograms
(long)	2240 pounds
	1016 kilograms
(Tonne) (Metric)	1000 kilograms
	2204 62 pounds

Y

Yard	3 feet
	36 inches
	0 0914 meter
	1,420,212 wave-lengths of red ray of cadmium

(*See also pages 638–677.*)

Wells Fargo Bank and Union Trust Company (San Francisco, Cal.). This company, founded in 1852, transacts a general banking, exchange, and collection business in addition to its express activities. The organization of today is the result of a merger between the Union Trust Company and the Wells Fargo Nevada National Bank. While originally created to meet the demands of a booming young San Francisco and the mining camps of California's Mother Lode of 1852, the clamor for an overland connection with the East, to replace or at least supplement the slow waterborne mails and goods, caused the creation of the famous overland stage system which became part of Wells Fargo Company's growing business. Today the bank is a most important factor in the development and handling of the Pacific Coast's important and ever-growing export and import, shipping and transshipping, activities. The Wells Fargo name has thus become internationally well-known not only on account of the company's past history, but for its financial support of our foreign trade. Its Foreign Department is able to process and handle virtually every sort of foreign banking transaction, for it has years of experience and well-established correspondent-bank relationships over the entire business world.

Western Hemisphere arbitration. *See* Arbitration.

Western Union Telegraph Company. *See* Cable and radio.

Wholesale. *See* Wholesaler.

Wholesale. The sale of "whole" goods (in the piece); sale of goods in large quantity. The opposite of *retail.*

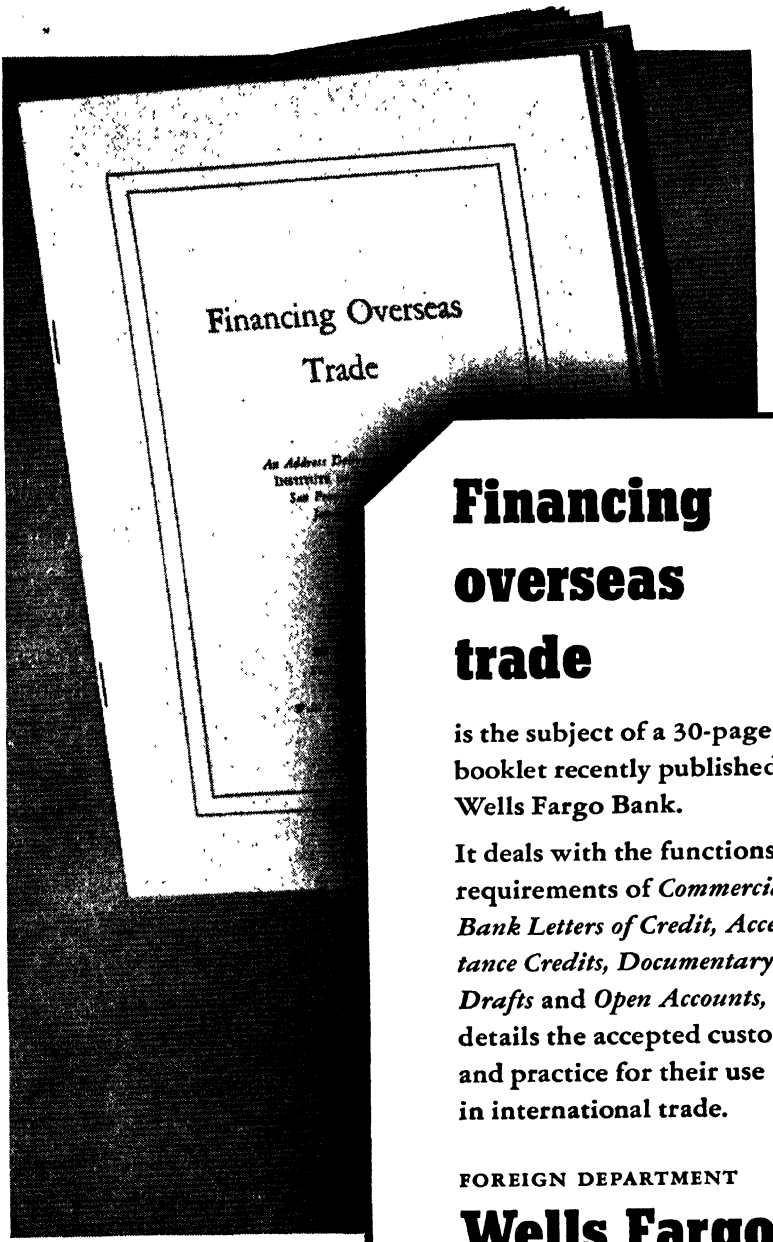
Wholesale rates, foreign exchange. *See* Foreign exchange, wholesale rates.

Wholesaler. A merchant or distributor who sells to the dealer or jobber but not to the ultimate consumer. The wholesaler buys merchandise in large quantities, or has large quantities consigned to him, which he buys (or pays for after disposing of them) and sells generally for his own account. (*See* Import wholesaler; Importer, foreign.)

Wholly manufactured goods. Goods which are ready for the market, that is, the manufacture of which has been completed (*see* Semimanufactured goods).

Widow. At end of a firm's name, is often used by foreign firms especially, as, for example, in French: *Veuve* (abbrev. *Vve*); in German: *Witwe* (abbrev. *Wwe*); in Spanish: *Viuda* (abbrev. *Vda*).

Wilson Tariff Act. The Tariff Act of 1894. An Act to reduce taxation, to provide revenue for the Government and for other purposes. The Act has 77 sections.



Copies available on request.

Financing overseas trade

is the subject of a 30-page booklet recently published by Wells Fargo Bank.

It deals with the functions and requirements of *Commercial Bank Letters of Credit, Acceptance Credits, Documentary Drafts* and *Open Accounts,* and details the accepted customs and practice for their use in international trade.

FOREIGN DEPARTMENT

Wells Fargo Bank
& UNION TRUST CO.

SAN FRANCISCO • 20

Established 1852

Member Federal Deposit Insurance Corporation

SCHEDULES

A. Chemicals, oils, paints.
B. Earths, earthenware, and glassware.
C. Metals, and manufactures of.
D. Wood, and manufactures of.
E. Sugar.
F. Tobacco, and manufactures of.
G. Agricultural products and provisions.
H. Spirits, wines, and other beverages.
I. Cotton manufactures.
J. Flax, hemp, jute, and manufactures of.
K. Wool and manufactures of.
L. Silks and silk goods.
M. Pulp, papers and books.
N. Sundries.

This is a skeleton of the bill and shows the articles taxed. In 1893, an effort was made to reform the tariff. A bill framed by William L. Wilson passed the House and, after many changes by the Senate, became a law on August 27, 1894. It reduced many duties, admitted wool free, and provided for an income tax. It was meant as a protective measure, and as a revenue law it was a failure, partly because the Supreme Court declared the income tax feature unconstitutional. The legislative history is reported in the *Congressional Record* of July 3, 1894, in Volume 26. The act contains:

SECTION 73. That every combination, conspiracy, trust, agreement, or contract is hereby declared to be contrary to public policy, illegal, and void when the same is made by or between two or more persons or corporations either of whom is engaged in importing any article from any foreign country into the United States, and when such combination, conspiracy, trust, agreement, or contract is intended to operate in restraint of lawful trade, or free competition in lawful trade or commerce, or to increase the market price in any part of the United States or any article or articles imported or intended to be imported into the United States, or of any manufacture into which such imported article enters or is intended to enter. Every person who is or shall hereafter be engaged in the importation of goods or any commodity from any foreign country in violation of this section of this Act, or who shall combine or conspire with another to violate the same, is guilty of a misdemeanor, and, shall be fined in a sum not exceeding $5,000, and shall be punished by imprisonment, in the discretion of the court, for a term not exceeding twelve months.

As amended to read and as it now stands:

SECTION 76. That any property owned under any contract or by any combination, or pursuant to any conspiracy (and being the subject thereof) mentioned in Section 73 of this Act, and being in the course of transportation from one State to another, or to or from a Territory, or the District of Columbia, shall be forfeited to the United States, and may be seized and condemned by like proceedings as those provided by law for the forfeiture, seizure, and condemnation of property imported into the United States contrary to law.

(Amended by Act of February 12, 1913.)

Winnipeg Grain Exchange. *See* Commodity Exchange, Inc.

Wireless. (*See* Cable and radio.) The wireless is of great importance to ship owners and ship charterers as well as to the masters of vessels. For example, the former can thus always reach the vessel, so eliminating the necessity of having the vessel call at a port for orders as to where to proceed next (*see* Call for orders).

With recourse. *See* Recourse.

Withdrawal, combined entry and withdrawal for consumption. *See* Customs entry, *heading:* "Combined rewarehouse entry and withdrawal for consumption."

Withdrawal (for) consumption. *See* Customs entry, *heading:* "Warehouse withdrawal for consumption."

Withdrawal (for) exportation entry. *See* Customs entry, *heading:* "Withdrawal, for transportation and exportation entry."

Withdrawal (of) goods. Merchandise may be withdrawn in many ways: from a sale, from warehouse, or from Customs custody, *etc.* (*See* Customs entry, *various headings;* Withdrawal, *various headings.*) In the latter case, when merchandise is destined for consumption, withdrawals (serving also as the name of the intended action to withdraw) must be filed in triplicate, and when duties and other charges have been paid, a Customs permit to withdraw goods is delivered to the person making the warehouse withdrawal. The United States Customs Regulations provide for many different kinds of withdrawal, for example, by transferee, before and after liquidation of the warehouse entry, at original and secondary port of importation, and on deposit of bond. (*See* Warehouse entry; Port *headings;* Bond.)

Withdrawal (for) transportation and exportation entry. *See* Customs entry, *heading:* "Withdrawal for transportation and exportation entry."

Withdrawal (for) transportation entry. *See* Customs entry, *heading:* "Withdrawal for transportation entry."

Withdrawal (from) warehouse for consumption entry. *See* Customs entry, *heading:* "Warehouse withdrawal for consumption entry."

Without appraisement entry. *See* Customs entry, *heading:* "Immediate transportation without appraisement entry."

"Without guarantee." This term implies that seller or shipper does not guarantee quality, time of shipments, or whatever may be otherwise or additionally and specifically referred to.

Without recourse. *See* Draft, discounting without recourse; Recourse.

Without reserve. The shipper empowers his representative abroad to make binding decisions, adjustments, and so forth, on his behalf.

Without value. *See* Sample without value.

Witwe. At the end of a German firm's name, stands for *Widow* (abbrev. *Wwe*).

Wool. The United States Customs has distinct classifications for wool (and hair): "clean contents" means all that portion of wool or hair which consists exclusively of all wool or hair, free of all vegetable and other foreign material, containing 12 per cent by weight of moisture and 1½ per cent by weight of material removable from the wool or hair by extraction with alcohol, and having an ash content not exceeding one half of 1 per cent by weight. "Percentage clean content," as applied to wool or hair, means the clean content, as defined above, expressed as a percentage of the net weight of the wool or hair. Special Customs regulations, both in the United States and in all other countries, give detailed instructions and definitions, as well as requirements in connection with wool and hair shipments—their invoicing, sampling, weighing, laboratory testing, examination, and so forth. The Foreign Service Division of the Department of Agriculture issues inspection certificates. (*See* Certificate (of) inspection.)

Wool market. The market in which wool is sold, internationally or domestically.

Working capital. The capital which works, in contrast to the capital which is idle; in other words, capital which by its application creates more capital or earnings of one sort or another.

Working days. *See* Days, working.

World commerce. World or interna-

tional commerce is part of the general process of obtaining and gathering together raw materials, combining and transforming them into objects of consumption, and distributing the completed articles.

World market. The international market for goods, commodities, services, or securities. (*See* Price, world market.)

World market price. *See* Price, world market.

World trade. *See* World commerce.

World Trade Directory. The Department of Commerce publishes the *World Trade Directory,* which is made up of individual reports giving important details on the sales organizations of foreign firms and their qualifications for handling United States merchandise and products. (*See* Commerce Department of the United States; Office of International Trade of the Department of Commerce.)

World trading center. A center in which goods, commodities, or securities are traded, for purchase from and sale to all parts of the world (*see* Price, world market).

Wrappers. *See* Labels, capsules, wrappers insurance.

Wwe. Abbreviation for *Witwe* (*Widow*), at the end of a German firm's name.

Y

Yard. The words "yard where seagoing vessels can load" are understood to mean a yard at which vessels can complete loading.

Year, tonnage. *See* Tax, tonnage; Tonnage year.

Yellow flag. *See* Quarantine flag.

York-Antwerp rules. It is customary for ocean bills of lading (*see* Bill of lading, ocean) to provide that the adjustment of general average (*see* Average, general) shall be made in accordance with the York-Antwerp rules and a similar provision appears in marine insurance policies. These rules were formulated originally as a result of meetings held by the Association for the Reform and Codification of the Law of Nations, at York, England, in 1864 and at Antwerp in 1877. The Association met again in 1890 at Liverpool, where the rules were revised. The latest revision, and the text of the rules now used, were formulated by the International Law Association at Stockholm in 1924. These rules (of 1924) are recognized by marine insurance underwriters, foreign traders, steamship companies, and banks both in the United States and throughout the world. Some countries apply them "in toto." The United States likewise applies them, but with a limited number of exceptions. The Transportation Act of 1940 has not changed the application of these rules to ocean carriage, since the Act applies only to domestic shipping.

The York-Antwerp rules define *general average* in this wise: "There is a general average act when, and only when, any extraordinary sacrifice or expenditure is intentionally and reasonably made or incurred for the common safety for the purpose of preserving from peril the property involved in a common maritime adventure."

Rules for determining general average and for adjusting general-average losses in the various circumstances which arise are given in detail, but it is not the intention of the rules to cover the entire field of general average.

Insofar as the York-Antwerp rules do not apply to the particular facts involved, the law applying at the port of destination or at the port where it is mutually agreed that the adjustment shall be made, is the law which should determine the mode of adjustment.

Z

Zinc. Zinc, as well as lead-bearing ores and other crude metals, are subject to special Customs regulations, both when they are to go to a smelting warehouse (*see* Warehouse, bonded) and when they are to enter the country for consumption.

Zinc futures contract. *See* Commodity exchange, futures contract, zinc.

Zone, bonded. *See* Zone, foreign trade.

Zone, foreign trade. (*See* Free port.) A foreign trade zone may be defined as an isolated area, attached to a port, where facilities for dockage and unloading are provided, and where foreign merchandise may be stored pending sale or reshipment, without limitation as to time or the payment of Customs fees. Foreign articles or foreign merchandise, meaning articles or merchandise of every description (except prohibited articles) brought into a zone otherwise than from Customs territory, may be brought into a United States *foreign trade zone* and there stored, or manipulated, without compliance with the Customs laws and regulations relating to the entry of merchandise. The term *Customs territory*, as used with respect to foreign trade zones, means territory of the United States in which the Tariff Act of 1930 applies (*see* Tariff Commission, United States) but which is not included in any foreign trade zone. Goods exported from a foreign trade zone in the United States require a special form of Export Declaration for Customs purposes, as well as foreign trade statistics. (*See* Export shipper's declaration—in transit goods.) Domestic merchandise which is not intended to be returned to Customs territory (to be exported) can also be brought into a zone, and its admission into and retention in the zone is not subject to any United States Customs requirements, except such as may be necessary for drawback (*see* Drawback) or to comply with special laws relating to the administration of foreign trade zones. The term *domestic merchandise* means not only articles of every description (except prohibited articles) which are the growth, produce, or manufacture of the United States, but also merchandise which has been previously imported into Customs territory and properly released from Customs custody. When domestic merchandise which is brought into a zone is intended to be returned to Customs territory with a claim for exemption from duty is thus re-imported, an application, which must be made in duplicate, must be filed with the collector of Customs by the person concerned. On receipt of such application, which describes the merchandise in detail and specifies the time at which the merchandise will arrive at the zone and the place in the zone where it will be manipulated or stored, the collector provides for the supervision of the receipt of the merchandise in the zone and for the maintenance of Customs identification thereof until it is returned to Customs territory or exported. Special regulations also permit immediate liquidation of duties for merchandise known as "privileged merchandise." This means foreign merchandise in a zone for which immediate liquidation of duties has been requested (*see* Liquidation), and domestic merchandise in a zone for which an application for Customs supervision in the zone has been made (in contrast to non-privileged merchandise, which applies to all merchandise properly in a

zone other than privileged merchandise). Such application for immediate liquidation is made in duplicate, and has to be submitted to the collector together with the filing of a bond (*see* Bonds). The procedure to be followed in connection with the preparation and filing of the entry, the invoices, the Customs forms to be submitted, the designation of examination packages or quantities, and the appraisement of the merchandise is the same as that prescribed in the case of consumption entries, except that no duties need to be deposited (*see* Appraisement; Entry (of) goods; Entry, consumption). Following are the activities which are generally carried on in foreign free ports: (1) Storing; (2) breaking bulk; (3) repacking; (4) assembling; (5) distributing; (6) sorting; (7) grading; (8) cleaning; (9) mixing (domestic and foreign merchandise); (10) manipulating; (11) exhibiting; (12) in some instances, manufacturing.

The provisions in the law and regulations for "privileged" merchandise are really to take care of exceptions rather than the rule, for the primary purpose of the foreign trade zone is to furnish a facility where foreign merchandise may be brought and put through various manipulations with a minimum of Customs supervision. (*See* Zones Board, Foreign Trade.)

Zone, free. *See* Zone, foreign trade; Free port.

Zones Board, Foreign Trade. The Foreign-Trade Zones Board was created by act of Congress (1934). The purpose of the Board, as set forth in the act, is to provide for the establishment, operation, and maintenance of foreign-trade zones in ports of entry of the United States to expedite and encourage foreign commerce and related activities.

The Board is authorized, subject to conditions and restrictions of the act, to grant to public and private corporations the privilege of establishing, operating, and maintaining foreign-trade zones in or adjacent to ports of entry under the jurisdiction of the United States. A foreign-trade zone is an isolated, enclosed, and policed area under the supervision of the Board, operated as a public utility by a corporation, in or adjacent to a port of entry, without resident population, furnished with the necessary facilities for lading and unlading, for storing goods, and for reshipping them by land and water—an area into which goods may be brought, stored, and subjected to certain specified manipulation operations. If reshipped to foreign points, the goods may leave the restricted trade zone without payment of duties and without the intervention of Customs officials, except under certain conditions. Such products cannot, of course, leave the trade zone for domestic use or consumption without full compliance with existing Customs laws. Goods may not be manufactured or exhibited in such an area. The area is subject equally with adjacent regions to all the laws relating to public health, vessel inspection, postal service, and immigration, and to the supervision of Federal agencies having jurisdiction in ports of entry, including Customs to a limited extent.

When the Board has made grants to corporations for the establishment of foreign-trade zones, the activities of the Board become supervisory, and grantees must operate zones as public utilities in strict conformity with the act and the rules and regulations of the Board.

The Board, on its own initiative or when presentations are made by grantees or users of foreign-trade zones, determines procedure under the law and regulations. It may establish the definition of certain opera-

tions, manipulations, and processes. It may prohibit certain commodities from entry to a zone.

Organization. The membership of the Board, as specified in the act, is composed of the Secretary of Commerce as Chairman, the Secretary of War, and the Secretary of the Treasury. The regulations provide that members appoint alternates to serve as an interdepartmental Committee of Alternates on Foreign-Trade Zones. This Committee reviews and prepares all matters for presentation to the Board, holds such hearings and rehearings as may be directed by the Chairman of the Board, and performs all other duties designated by the Board, except such as are specifically imposed by law on the Board.

Legislation and purpose. Legislation providing for the establishment of foreign-trade zones in the United States to expedite and encourage foreign commerce, was enacted during the 2nd Session of the 73rd Congress (48 Stat. 998, 1003). This legislation, known as the Celler Act, authorizes both public and private corporations to make applications to the Board for the privilege of establishing, operating and maintaining foreign-trade zones. Private corporations, and in some instances public corporations, must first obtain authority for filing an application from the legislature of the state in which it is proposed to establish a zone.

Since the law was enacted in 1934, two zones have been established under its provisions: Zone #1 at Stapleton, New York, in 1937, and Zone #2 at New Orleans, Louisiana, authorized in 1946.

The purpose of the statute is to provide enclosed and policed areas, under Federal supervision, in or adjacent to ports of entry where foreign and domestic merchandise may be landed without application of the Customs Laws. In a zone goods may be stored, processed or otherwise manipulated, but not manufactured or exhibited, and may be exported or brought into Customs territory subject to the laws and regulations of the United States affecting imported merchandise.

The International Metric System of Weights and Measures

(From Miscellaneous Publication No. 135 of the Bureau of Standards, United States Department of Commerce.)

SYNOPSIS OF THE METRIC SYSTEM

The units of the metric system at the outset were all derived from the unit of length, the meter, which was defined as one ten-millionth part of the earth's quadrant. The unit of volume, the cubic decimeter or the liter, was defined as a cube of one-tenth meter on a side; and the unit of mass, the kilogram, was defined as the mass of a cubic decimeter, or liter, of pure water when at the temperature of its maximum density, 4° C.

It was found, however, that masses could be compared with a higher degree of accuracy than that with which volumes could be determined, and it was, therefore, preferable to have a material standard of mass specifically defined, rather than one derived from the unit of length, through the unit of volume. A specific mass, the international prototype kilogram, was, therefore, adopted as the standard of mass, and the unit of volume, the liter, was then redefined in terms of the standard of mass; the liter being defined as the volume of a kilogram of pure water at the temperature of its maximum density.

The present basis of the metric system of weights and measures may, therefore, be summarized as follows: (1) A material standard of length, the international prototype meter; (2) a material standard of mass, the international prototype kilogram; (3) a standard of volume, the cubic decimeter, derived from the unit of length; and (4) a standard of volume, the liter, derived from the unit of mass.

Some advantages claimed for the metric system are:

1. The decimal relation between the units.
2. The simple relation of the units of length, area, volume, and weight to one another.
3. The uniform and self-defining names of units.

1. Formation of Multiples and Submultiples

The metric tables are formed by combining the words "METER," "GRAM," and "LITER" with the six numerical prefixes, as in the following tables:

PREFIXES		MEANING			UNITS
milli-	=	*one thousandth*	$\frac{1}{1000}$	0.001	
centi-	=	*one hundredth*	$\frac{1}{100}$	.01	"meter" *for length,*
deci-	=	*one tenth*	$\frac{1}{10}$	.1	
Unit	=	*one*		1	"gram" *for weight or mass,*
deka-	=	*ten*	$\frac{10}{1}$	10	
hecto-	=	*one hundred*	$\frac{100}{1}$	100	"liter" *for capacity.*
kilo-	=	*one thousand*	$\frac{1000}{1}$	1,000	

2. Units of Length

millimeter	=	0.001	meter.
centimeter	=	.01	meter.
decimeter	=	.1	meter.
METER	=	1	meter.
dekameter	=	10	meters.
hectometer	=	100	meters.
kilometer	=	1,000	meters.

Where the *mile* is used in England and the United States for measuring distances, the *kilometer* (1,000 meters) is used in metric countries. The kilometer is about

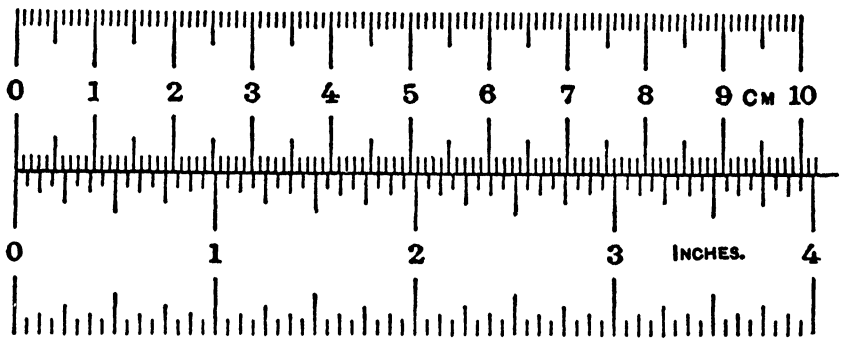


Figure 1. Comparison scale: 10 centimeters and 4 inches. (Actual size)

five-eighths of a mile. There are about 1,609 meters in a statute mile, 20 meters in a chain, and 5 meters in a rod.

The *meter* is used for dry goods, merchandise, engineering construction, building, and other purposes where the *yard* and *foot* are used. The meter is about 10 per cent longer than the yard.

The *centimeter* and *millimeter* are used instead of the *inch* and its fractions in machine construction and similar work. The centimeter, as its name shows, is the hundredth of a meter. It is used in cabinet work, in expressing sizes of paper, books, and in many other cases where the inch is used. The centimeter is about two-fifths of an inch and the millimeter about one twenty-fifth of an inch. The millimeter is divided for finer work into tenths, hundredths, and thousandths.

3. Units of Area

The table of areas is formed by squaring the length measures, as in our common system. For land measure 10 meters square is called an "ARE" (meaning "area"). The side of one *are* is about 33 *feet*. The HECTARE is 100 meters square, and, as its name indicates, is 100 ares, or about 2½ acres. An *acre* is about 0.4 hectare. A standard United States *quarter section* contains approximately 65 hectares. A *square kilometer* contains 100 hectares.

For smaller measures of surface the *square meter* is used. The square meter is about 20 per cent larger than the *square yard*. For still smaller surfaces the *square centimeter* and *square millimeter* are used. A *square inch* contains about 6½ square centimeters. **For exact values, see pages 652–653.**

4. Units of Volume

The units of volume are the liter and the cubic decimeter and their various multiples and subdivisions. The liter is slightly larger than the cubic decimeter, the relation, as exactly as it has been determined,[1] being

1 liter = 1.000027 cubic decimeters.

The liter and its one-thousandth part, the milliliter, are ordinarily employed as the units of volume in measurements of volume and density of liquids. The milliliter is often improperly designated as the cubic centimeter or the "cc." The correct designation is "ml." The cubic decimeter and its multiples and subdivisions are employed in determinations of volume derived from linear measurements.

The cubic measures are the cubes of the linear units. The *cubic meter* (sometimes called the *stère*, meaning "solid") is the unit of volume. The cubic meter is used in place of the cubic yard and is about 30 per cent larger. This is used for "cuts and fills" in grading land, measuring timber, expressing contents of tanks and reservoirs, flow of rivers, dimensions of stone, tonnage of ships, and other places where the cubic yard and foot are used. The thousandth part of the cubic meter is called the *cubic decimeter*. (See table of capacity units.)

For small volumes of liquids the *milliliter* (ml) is used. This volume of water weighs a *gram*, which is the unit of weight or mass. There are about 16 milliliters in a cubic inch. The milliliter is the unit of volume used by chemists as well as in pharmacy, medicine, surgery, and other technical work. One thousand milliliters make one liter.

5. Units of Capacity

milliliter	=	0.001	liter
centiliter	=	.01	liter
deciliter	=	.1	liter
LITER	=	1	liter
dekaliter	=	10	liters
hectoliter	=	100	liters
kiloliter	=	1,000	liters

The *hectoliter* (100 liters) serves the same purposes as the United States *bushel* (2,150.42 cubic inches), and is equal to nearly 3 bushels. A *peck* is about 9 liters. The liter is used for measurements commonly given in the *gallon*, or in the liquid or dry *quarts*, a liter being 5 per cent larger than our liquid quart and 10 per cent smaller than the dry quart. A *liter* of water at the temperature of its greatest density, 4° C., weighs exactly a *kilogram*, that is, 1,000 grams. A thousand liters of water weigh 1 metric ton.

6. Units of Weight (or Mass)

milligram	=	0.001	gram
centigram	=	.01	gram
decigram	=	.1	gram
GRAM	=	1	gram
dekagram	=	10	grams
hectogram	=	100	grams
kilogram	=	1,000	grams

[1] Trav. et Mém. du Bureau International des Poids et Mesures, XIV; 1910.

Measurements commonly expressed in *long tons* or *short tons* are stated in *metric tons* (1,000 kilograms). The metric ton falls between our long and short tons and

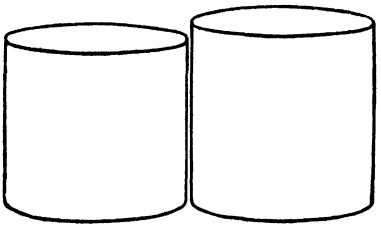


Figure 2. Relative size of 2-pound and 1-kilogram (brass) weights.

serves the purpose of both. The *kilogram* and "half kilo" serve for everyday trade, the latter being about 10 per cent larger than the pound. The kilogram is approximately 2.2 pounds. The *gram* and its multiples and divisions are used for the same purposes as ounces, pennyweights, drams, scruples, and grains.



Figure 3. Relative size of avoirdupois ounce, 30-gram, and troy ounce (brass) weights.

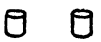


Figure 4. Relative size of gram and scruple (brass) weights.

EQUIVALENTS OF CERTAIN UNITS

These values are given to a larger number of decimal places than will be found in the tables following.

Centimeter	=	0.3937 inch.
Meter	=	39.37 inches (exactly).
Square centimeter	=	.1549997 square inch.
Square meter	=	1.195985 square yards.
Hectare	=	2.47104 acres.
Cubic meter	=	1.3079428 cubic yards.
Liter	=	.264178 gallon.
Liter	=	1.05671 liquid quarts.
Liter	=	.908102 dry quart.
Hectoliter	=	2.83782 bushels.
Gram	=	15.432356 grains.
Kilogram	=	2.204622341 pounds, avoirdupois.
Inch	=	2.540005 centimeters.
Yard	=	.9144018 meter.
Square inch	=	6.451626 square centimeters.
Square yard	=	.8361307 square meter.
Acre	=	.404687 hectare.
Cubic yard	=	.7645594 cubic meter.
Gallon	=	3.785332 liters.
Liquid quart	=	.946333 liter.
Dry quart	=	1.101198 liters.
Bushel	=	35.23833 liters.
Grain	=	.064798918 gram.
Pound, avoirdupois	=	.4535924277 kilogram.

COMPARISON OF METRIC AND CUSTOMARY UNITS FROM 1 TO 9

1. Length

Inches (in)	Millimeters (mm)	Feet (ft)	Meters (m)	Yards (yd)	Meters (m)	Rods (rd)	Meters (m)	U. S. miles (mi)	Kilometers (km)
0.03937 = 1		1 = 0 304801		1 = 0 914402		0.198838 = 1		0 621370 = 1	
.07874 = 2		2 = .609601		2 = 1 828804		.397677 = 2		1.242740 = 2	
.11811 = 3		3 = 914402		3 = 2 743205		.596515 = 3		1.864110 = 3	
15748 = 4		4 = 1 219202		4 = 3 657607		.795354 = 4		2 485480 = 4	
19685 = 5		5 = 1 524003		5 = 4 572009		.994192 = 5		3 106850 = 5	
23622 = 6		6 = 1 828804		6 = 5.486411		1 193030 = 6		3 728220 = 6	
.27559 = 7		7 = 2 133604		7 = 6 400813		1.391869 = 7		4 349590 = 7	
31496 = 8		8 = 2 438405		8 = 7 315215		1.590707 = 8		4 970960 = 8	
.35433 = 9		9 = 2 743205		9 = 8 229616		1 789545 = 9		5 592330 = 9	
1 =	25 4001	3 28083 = 1		1 093611 = 1		1 =	5.02921	1 =	1.609347
2 =	50 8001	6.56167 = 2		2.187222 = 2		2 =	10.05842	2 =	3.218694
3 =	76 2002	9.84250 = 3		3 280833 = 3		3 =	15 08763	3 =	4 828042
4 =	101 6002	13 12333 = 4		4 374444 = 4		4 =	20.11684	4 =	6 437389
5 =	127 0003	16 40417 = 5		5 468056 = 5		5 =	25 14605	5 =	8.046736
6 =	152 4003	19 68500 = 6		6 561667 = 6		6 =	30 17526	6 =	9 656083
7 =	177 8004	22.96583 = 7		7 655278 = 7		7 =	35 20447	7 =	11 265431
8 =	203 2004	26 24667 = 8		8 748889 = 8		8 =	40 23368	8 =	12 874778
9 =	228 6005	29 52750 = 9		9 842500 = 9		9 =	45 26289	9 =	14 484125

2. Area

Square inches (sq in)	Square centimeters (cm^2)	Square feet (sq ft)	Square meters (m^2)	Square yards (sq yd)	Square meters (m^2)	Acres (A)	Hectares (ha)	Square miles (sq mi)	Square kilometers (km^2)
0 15500 = 1		1 = 0.09290		1 = 0 8361		1 = 0 4047		0 3861 = 1	
31000 = 2		2 = .18581		2 = 1 6723		2 = 8094		7722 = 2	
46500 = 3		3 = .27871		3 = 2 5084		3 = 1 2141		1 1583 = 3	
62000 = 4		4 = 37161		4 = 3 3445		4 = 1.6187		1 5444 = 4	
.77500 = 5		5 = 46452		5 = 4 1807		5 = 2 0234		1 9305 = 5	
93000 = 6		6 = .55742		6 = 5 0168		6 = 2 4281		2 3166 = 6	
1 08500 = 7		7 = 65032		7 = 5 8529		7 = 2 8328		2 7027 = 7	
1 24000 = 8		8 = .74323		8 = 6 6890		8 = 3 2375		3 0888 = 8	
1 39500 = 9		9 = .83613		9 = 7 5252		9 = 3 6422		3.4749 = 9	
1 =	6 452	10 764 = 1		1 1960 = 1		2 471 = 1		1 =	2 5900
2 =	12 903	21 528 = 2		2 3920 = 2		4 942 = 2		2 =	5 1800
3 =	19 355	32 292 = 3		3 5880 = 3		7 413 = 3		3 =	7 7700
4 =	25.807	43 055 = 4		4 7839 = 4		9 884 = 4		4 =	10.3600
5 =	32 258	53 819 = 5		5 9799 = 5		12 355 = 5		5 =	12 9500
6 =	38 710	64 583 = 6		7.1759 = 6		14 826 = 6		6 =	15 5400
7 =	45 161	75 347 = 7		8 3719 = 7		17 297 = 7		7 =	18 1300
8 =	51 613	86 111 = 8		9 5679 = 8		19 768 = 8		8 =	20 7200
9 =	58 065	96 875 = 9		10 7639 = 9		22 239 = 9		9 =	23 3100

3. Volume

Cubic inches (cu in)	Cubic centimeters (cm^3)	Cubic feet (cu ft.)	Cubic meters (m^3)	Cubic yards (cu. yd.)	Cubic meters (m^3)	Cubic inches (cu in)	Liters (l)	Cubic feet (cu. ft.)	Liters (l)
0 06102 = 1		1 = 0 028317		1 = 0 7646		1 = 0.0163867		1 =	28 316
.12205 = 2		2 = .056634		2 = 1.5291		2 = 0327734		2 =	56 633
18307 = 3		3 = .084951		3 = 2.2937		3 = .0491602		3 =	84 949
.24409 = 4		4 = 113268		4 = 3.0582		4 = .0655469		4 =	113 265
30512 = 5		5 = .141585		5 = 3.8228		5 = 0819336		5 =	141 581
36614 = 6		6 = .169902		6 = 4.5874		6 = .0983203		6 =	169 898
.42716 = 7		7 = 198219		7 = 5.3519		7 = 1147070		7 =	198 214
.48819 = 8		8 = .226536		8 = 6 1165		8 = .1310938		8 =	226 530
.54921 = 9		9 = .254853		9 = 6 8810		9 = .1474805		9 =	254 846
1 =	16 3872	35.314 = 1		1.3079 = 1		61.025 = 1		0 035315 = 1	
2 =	32 7743	70 629 = 2		2.6159 = 2		122.050 = 2		.070631 = 2	
3 =	49.1615	105 943 = 3		3 9238 = 3		183.075 = 3		.105946 = 3	
4 =	65.5486	141 258 = 4		5 2318 = 4		244.100 = 4		.141262 = 4	
5 =	81.9358	176 572 = 5		6.5397 = 5		305.125 = 5		.176577 = 5	
6 =	98.3230	211.887 = 6		7.8477 = 6		366.150 = 6		.211892 = 6	
7 =	114.7101	247 201 = 7		9.1556 = 7		427.175 = 7		.247208 = 7	
8 =	131 0973	282.516 = 8		10.4635 = 8		488 200 = 8		282523 = 8	
9 =	147.4845	317.830 = 9		11.7715 = 9		549.225 = 9		317839 = 9	

4. Capacity—Liquid Measure

U. S. fluid drams (fl. dr.)	Milliliters (ml)	U. S. fluid ounces (fl. oz.)	Milliliters (ml)	U. S. liquid pints (pt.)	Liters (l)	U. S. liquid quarts (qt.)	Liters (l)	U. S. gallons (gal.)	Liters (l)
0.27052 = 1		0.033815 = 1		1 = 0.47317		1 = 0.94633		0.26418 = 1	
54104 = 2		.067629 = 2		2 = .94633		2 = 1.89267		52836 = 2	
81155 = 3		101444 = 3		3 = 1.41950		3 = 2.83900		.79253 = 3	
1.08207 = 4		.135259 = 4		4 = 1.89267		4 = 3.78533		1.05671 = 4	
1.35259 = 5		169074 = 5		5 = 2.36583		5 = 4.73167		1.32089 = 5	
1.62311 = 6		202888 = 6		6 = 2.83900		6 = 5.67800		1.58507 = 6	
1.89363 = 7		236703 = 7		7 = 3.31217		7 = 6.62433		1.84924 = 7	
2.16414 = 8		270518 = 8		8 = 3.78533		8 = 7.57066		2.11342 = 8	
2.43466 = 9		304333 = 9		9 = 4.25850		9 = 8.51700		2.37760 = 9	
1 = 3.6966		1 = 29.573		2.1134 = 1		1.05671 = 1		1 = 3.78533	
2 = 7.3932		2 = 59.146		4.2268 = 2		2.11342 = 2		2 = 7.57066	
3 = 11.0898		3 = 88.719		6.3403 = 3		3.17013 = 3		3 = 11.35600	
4 = 14.7865		4 = 118.292		8.4537 = 4		4.22684 = 4		4 = 15.14133	
5 = 18.4831		5 = 147.865		10.5671 = 5		5.28355 = 5		5 = 18.92666	
6 = 22.1797		6 = 177.437		12.6805 = 6		6.34026 = 6		6 = 22.71199	
7 = 25.8763		7 = 207.010		14.7939 = 7		7.39697 = 7		7 = 26.49733	
8 = 29.5729		8 = 236.583		16.9074 = 8		8.45368 = 8		8 = 30.28266	
9 = 33.2695		9 = 266.156		19.0208 = 9		9.51039 = 9		9 = 34.06799	

5. Capacity—Dry Measure

U. S. dry quarts (qt.)	Liters (l)	U. S. pecks (pk.)	Liters (l)	U. S. pecks (pk.)	Dekaliters (dkl)	U. S. bushels (bu.)	Hectoliters (hl)	U. S. bushels per acre	Hectoliters per hectare
0.9081 = 1		0.11351 = 1		1 = 0.8810		1 = 0.35238		1 = 0.8708	
1.8162 = 2		.22703 = 2		2 = 1.7619		2 = .70477		2 = 1.7415	
2.7243 = 3		.31054 = 3		3 = 2.6429		3 = 1.05715		3 = 2.6123	
3.6324 = 4		.45405 = 4		4 = 3.5238		4 = 1.40953		4 = 3.4830	
4.5405 = 5		.56756 = 5		5 = 4.4048		5 = 1.76192		5 = 4.3538	
5.4486 = 6		.68108 = 6		6 = 5.2857		6 = 2.11430		6 = 5.2245	
6.3567 = 7		.79459 = 7		7 = 6.1667		7 = 2.46668		7 = 6.0953	
7.2648 = 8		.90810 = 8		8 = 7.0477		8 = 2.81907		8 = 6.9660	
8.1729 = 9		1.02161 = 9		9 = 7.9286		9 = 3.17145		9 = 7.8368	
1 = 1.1012		1 = .8810		1.1351 = 1		2.8378 = 1		1.1484 = 1	
2 = 2.2024		2 = 17.619		2.2703 = 2		5.6756 = 2		2.2969 = 2	
3 = 3.3036		3 = 26.429		3.4054 = 3		8.5135 = 3		3.4453 = 3	
4 = 4.4048		4 = 35.238		4.5405 = 4		11.3513 = 4		4.5937 = 4	
5 = 5.5060		5 = 44.048		5.6756 = 5		14.1891 = 5		5.7421 = 5	
6 = 6.6072		6 = 52.857		6.8108 = 6		17.0269 = 6		6.8906 = 6	
7 = 7.7084		7 = 61.667		7.9459 = 7		19.8647 = 7		8.0390 = 7	
8 = 8.8096		8 = 70.477		9.0810 = 8		22.7026 = 8		9.1874 = 8	
9 = 9.9108		9 = 79.286		10.2161 = 9		25.5404 = 9		10.3359 = 9	

6. Mass

Grains (gr.)	Grams (g)	Apothecaries' drams (dr. ap. or ℥)	Grams (g)	Troy ounces (oz t.)	Grams (g)	Avoirdupois ounces (oz av.)	Grams (g)	Avoirdupois pounds (lb. av.)	Kilograms (kg)
1 = 0.064799		0.25721 = 1		0.032151 = 1		0.035274 = 1		1 = 0.45359	
2 = .129598		51441 = 2		.064301 = 2		.070548 = 2		2 = .90718	
3 = .194397		.77162 = 3		.096452 = 3		.105822 = 3		3 = 1.36078	
4 = .259196		1.02882 = 4		.128603 = 4		141096 = 4		4 = 1.81437	
5 = 323995		1.28603 = 5		160754 = 5		.176370 = 5		5 = 2.26796	
6 = .388794		1.54324 = 6		.192904 = 6		211644 = 6		6 = 2.72155	
7 = 453592		1.80044 = 7		.225055 = 7		246918 = 7		7 = 3.17515	
8 = 518391		2.05765 = 8		.257206 = 8		.282192 = 8		8 = 3.62874	
9 = .583190		2.31485 = 9		289357 = 9		.317466 = 9		9 = 4.08233	
15.4324 = 1		1 = 3.8879		1 = 31.103		1 = 28.350		2.20462 = 1	
30.8647 = 2		2 = 7.7759		2 = 62.207		2 = 56.699		4.40924 = 2	
46.2971 = 3		3 = 11.6638		3 = 93.310		3 = 85.049		6.61387 = 3	
61.7294 = 4		4 = 15.5517		4 = 124.414		4 = 113.398		8.81849 = 4	
77.1618 = 5		5 = 19.4397		5 = 155.517		5 = 141.748		11.02311 = 5	
92.5941 = 6		6 = 23.3276		6 = 186.621		6 = 170.097		13.22773 = 6	
108.0265 = 7		7 = 27.2155		7 = 217.724		7 = 198.447		15.43236 = 7	
123.4589 = 8		8 = 31.1035		8 = 248.828		8 = 226.796		17.63698 = 8	
138.8912 = 9		9 = 34.9914		9 = 279.931		9 = 255.146		19.84160 = 9	

OFFICIAL ABBREVIATIONS OF INTERNATIONAL METRIC UNITS

These abbreviations are used by the Bureau of Standards conformably to the principle followed in the abbreviations adopted by the International Committee on Weights and Measures, October 2, 1879. (Procès-Verbaux des Séances de 1879, Comité International des Poids et Mesures; vol. IV, p. 41; 1880.)

Metric abbreviations are simply the initial letters of the respective units combined with the initial letters of the prefixes set solid in lower case, and without period.

Prefixes		Units	
k	kilo-	m	meter
h	hecto	g	gram
dk*	deka-	l	liter
d	deci-	a	are
c	centi-		
m	milli-		

Linear (length)		Square (area)		Cubic (volume)	
km	kilometer	km^2	square kilometer	km^3	cubic kilometer
hm	hectometer	hm^2	square hectometer	hm^3	cubic hectometer
dkm	dekameter	dkm^2	square dekameter	dkm^3	cubic dekameter
m	meter	m^2	square metere	m^3	cubic meter
dm	decimeter	dm^2	square decimeter	dm^3	cubic decimeter
cm	centimeter	cm^2	square centimeter	cm^3	cubic centimeter
mm	millimeter	mm^2	square millimeter	mm^3	cubic millimeter
μ	micron (= 0.001 mm)	μ^2	square micron	μ^3	cubic micron

Mass** (weight)		Surface (land area)		Capacity (of containers)	
kg	kilogram			kl	kiloliter
hg	hectogram	ha	hectare	hl	hectoliter
dkg	dekagram			dkl	dekaliter
g	gram	a	are	l	liter
dg	decigram			dl	deciliter
cg	centigram	ca	centare	cl	centiliter
mg	milligram			ml	milliliter

NOTE.—A similar plan is used for abbreviations of cgs units and others: mf millifarad (m milli, f farad); μf microfarad; mμ a thousandth of a micron, and $\mu\mu$ one millionth of a micron. (See Guillaume: Unités et Étalons, p. 7, note.)

* "dk" suggested and used by bureau to distinguish from "d."

** "t" = 1,000 kg = metric ton.

Weights and Measures, Units and Standards

ACRE	160 square rods 4840 square yards 43560 square feet 0.405 hectare
ANGSTROM UNIT	10^{-10} meter 1/10,000 micron 0.003937 millionths of an inch
BARREL	7056 cubic inches
BOARD FOOT	144 cubic inches 2360 cubic centimeters
B.t.u. (British Thermal Unit)	778 foot pounds 0.2930 watt hour 0.252 calorie
BUSHEL	2150.42 cubic inches 1 1/4 cubic feet (approx.)
CALORIE	1 kilogram of water at 4° C raised 1 degree Centigrade 3.97 B.t.u.
CARAT	200 milligrams 3.0865 grains
(CENTARE) (square meter)	10.764 square feet 1.196 square yard
(CENTIMETER)	0.3937 inch
CHAIN (Engineer's)	100 links of 1 foot each 30.48 meters
(Surveyor's or Gunter's)	4 rods 100 links 66 feet 20.1 meters
(CHEVAL) (French horsepower)	0.986 horsepower
CIRCULAR MIL	Area of circle of diameter is one mil or 1/1000 inch 0.000000785 square inch
CORD	1128 cubic feet 3.625 cubic meters
(CUBIC CENTIMETER)	0.061 cubic inch
CUBIC FOOT	1728 cubic inches 60 pints 8/10 bushel 1000 ounces of water, approx. 0.028 cubic meter 28.32 liters
CUBIC FOOT OF WATER	62.4 pounds 1000 ounces, approx.
CUBIC INCH	16.39 cubic centimeters
(CUBIC METER)	35.315 cubic feet 1.308 cubic yards
CUBIC YARD	27 cubic feet 0.765 cubic meter
(DECIMETER)	3.937 inches
DRAM (Fluid)	60 grains 3.697 milliliters 4 grams (approx.)
EM, PICA (printing industry)	1/6 of an inch
FATHOM (nautical)	6 feet 1.83 meters
FLUID OUNCE	8 fluid drams 29.573 milliliters
FOOT	473404 wave-lengths of red ray of cadmium 12 inches 0.305 meter
FOOT POUND	0.1384 kilogrammeter
FURLONG (British)	220 yards 201.2 meters
GALLON (U. S.)	231 cubic inches 4 quarts 8 pints 3.785 liters 128 fluid ounces
GALLON OF WATER	8.33 pounds
GALLON PER CUBIC FOOT	1.254 liters per cubic meter
GALLON (British Imperial) (Canada)	277.3 cubic inches 1.201 U. S. gallons Weight of 10 lb. water at 15°C. 4.546 liters
GILL	1/4 pint
GRAIN	1/700 pound avoirdupois 0.0648 gram
GRAIN PER CUBIC FOOT	2.288 grams per cubic meter
GRAM	15.43 grains 0.0353 ounce 0.0022 pound
(GRAM PER CUBIC METER)	0.437 grains per cubic foot
HAND	4 inches
(HECTOLITER) (dry measure)	2.84 bushels
(HECTARE) (square hectometer)	2.47 acres
HORSEPOWER	33,000 ft. lb. per minute 42.41 B.t.u. per minute 1.014 cheval 746 watts
HUNDREDWEIGHT (British)	112 pounds 50.80 kilograms
INCH	39450 1/3 wave lengths of red ray of cadmium 25.4 or 127/5 millimeters
(JOULE)	1 watt second
(KILOGRAM)	2.2046 pounds 35.274 ounces 15432.36 grains 0.0011 short ton 0.00098 long ton
(KILOGRAM PER CUBIC METER)	0.0624 pounds per cubic foot
(KILOGRAM PER SQUARE CM.)	14.225 pounds per square inch
(KILOGRAM PER SQUARE METER)	0.205 pounds per square foot
(KILOMETER)	1000 meters 0.621 mile
KILOWATT	1.34 horsepower 44,257 ft. lb. per minute 56.87 B.t.u. per minute
KNOT (nautical, speed)	6080.20 feet per hour 1.85 kilometers per hour. 1' arc at equator

[Continued on following page.]

See page 625 for discussion.

LIGHT YEAR	5.9 X 10^{12} miles 9.5 X 10^{12} kilometers
LINE (obsolete)	1/12 inch
LINK (surveyor's measure)	0.66 foot 0.201 meter
(LITER)	1.000027 cubic decimeter
(Note error in metric system, for liter was designed to be 1 cu. decimeter)	0.264 gallon 1.057 quart 61.02 cubic inches 0.035 cubic feet 33.8147 fluid ounces 270.518 fluid drams
(LITER PER CUBIC METER)	0.00748 U. S. Gallon per cubic foot
(LITER PER SECOND)	2.12 cubic feet per minute 15.85 U. S. gallon per minute
METER	39.37 inches 3.28 feet 1.09 yards 1,553,164.13 wave-lengths of red ray cadmium
(METRIC TON)	2204.6 pounds 1.1023 short tons
(MICRON)	0.001 millimeter 10.000 Angstrom units 39.37 millionths of an inch
MICROGRAM	1/1000 milligram
MIL	0.001 inch 25.4 microns 0.0254 millimeters
MILE	1760 yards 5280 feet 1.61 kilometers
MILLIGRAM	0.0154 grain
MILLILITER (See liter above)	1.000027 cubic centimeter 0.0610 cubic inch
MINER'S INCH	1.2 cubic feet per minute
MINIM (Fluid)	1/60 fluid dram 1/480 fluid ounce
(MYRIAMETER)	10,000 meters 6.2137 miles
OUNCE (Avoirdupois, ordinary)	437.5 grains 0.911 troy ounces 0.000446 long ton 28.35 gram
OUNCE, fluid	1.805 cubic inches 29.573 milliliters
OUNCE, fine	troy ounce 480 grains 31.104 grams
PERCH (British)	30.25 square yards 1/160 acre
(PIED) French foot)	12 Paris inches 0.325 meter
PINT	0.4732 liter
POINT (Printer's type)	1/72 inch
POLE (British)	5 1/2 yards 5.03 meter 1 rod approx.
POUCE (Paris inch)	2.71 centimeter
POUND	16 ounces 7000 grains 454 grams 0.454 kilogram 14.58 troy ounces
POUND PER CUBIC FOOT	16.02 kilogram per cubic meter
POUND PER SQUARE INCH	0.434 X head of water, feet
POUND PER SQUARE INCH	0.0703 kilogram per square centimeter
POUND PER SQUARE FOOT	4.88 kilogram per square meter
QUART	2 pints 1/4 gallon 0.946 liter
QUARTER (British quarter hundred weight)	28 pounds 12.70 kilograms
QUINTAL	100 kilograms 220.46 pounds
ROD (Surveyor's measure)	25 links 5.03 meters
ROOD (British)	40 perches 1/4 acre
(STERE)	1 cubic meter
(SQUARE CENTIMETER)	0.155 square inch
SQUARE FOOT	0.093 square meter
SQUARE INCH	6.452 square centimeters
(SQUARE KILOMETER)	0.386 square mile
(SQUARE METER) (centare)	10.764 square feet 1.196 square yard
SQUARE MIL	0.000001 square inch 0.00000645 square centimeter
SQUARE MILE	640 acres 3,097,600 square yards 2.59 square kilometers
(SQUARE MILLIMETER)	0.00155 square inch
SQUARE ROD	25.29 square meters
SQUARE YARD	0.836 square meter
STONE (British)	14 pounds 6.35 kilograms
(TOISE) (French)	6 paris feet 1.95 meter
TON (short)	2000 pounds 907 kilograms
(long)	2240 pounds 1016 kilograms
(TONNE) (Metric)	1000 kilograms 2204.62 pounds
YARD	3 feet 36 inches 0.0914 meter 1,420,212 wave lengths of red ray of cadmium

(Courtesy of the American Institute of Weights and Measures, 33 Rector Street, New York, U. S. A.)

See page 625 for discussion.

Units of Weight and Measure

(United States Customary and Metric):

Definitions and Tables of Equivalents

(From National Bureau of Standards Miscellaneous Publication M121,
United States Department of Commerce)

DEFINITIONS OF UNITS

1. Length

Fundamental Units

A meter (m) is a unit of length equal to the distance between the defining lines on the International Prototype Meter when this standard is at the temperature of melting ice (0° C).

A yard (yd) is a unit of length equal to $\frac{3600}{3937}$ of a meter.

Multiples and Submultiples

1 kilometer (km) = 1 000 meters.
1 hectometer (hm) = 100 meters.
1 dekameter (dkm) = 10 meters.
1 decimeter (dm) = 0.1 meter.
1 centimeter (cm) = 0.01 meter.
1 millimeter (mm) = 0.001 meter.
1 micron (μ) = 0.000 001 meter = 0.001 millimeter.
1 millimicron (mμ) = 0.000 000 001 meter = 0.001 micron.

1 angstrom (A) = 0.000 000 1 millimeter.
= .000 1 micron.
= .1 millimicron.

1 statute mile = 8 furlongs = 320 rods.
= 1 760 yards = 5 280 feet.

1 furlong = $\frac{1}{8}$ mile = 40 rods = 220 yards = 660 feet.
1 rod = $5\frac{1}{2}$ yards = $16\frac{1}{2}$ feet = 25 links.
1 foot = $\frac{1}{3}$ yard = 12 inches.
1 hand = 4 inches.
1 inch = $\frac{1}{36}$ yard = $\frac{1}{12}$ foot.
1 line (button) = $\frac{1}{40}$ inch.
1 point (printers) = $\frac{1}{72}$ inch.
1 mil = $\frac{1}{1000}$ inch.
1 chain (Gunter's) = 4 rods = 22 yards = 66 feet = 100 links.
1 link (Gunter's) = $\frac{1}{100}$ chain = 7.92 inches.

1 U. S. nautical mile
1 sea mile
1 geographical mile
= 1 853.248 meters = 6 080.20 feet.

1 international nautical mile = 1 852 meters = 6 076.10 feet.
1 fathom = 6 feet = 8 spans.
1 span = $\frac{1}{8}$ fathom = 9 inches.

2. Area

Fundamental Units

A square meter (m^2) is a unit of area equal to the area of a square the sides of which are 1 meter.

A square yard (sq yd) is a unit of area equal to the area of a square the sides of which are 1 yard.

Multiples and Submultiples

1 square kilometer (km^2) = 1 000 000 square meters.
1 hectare (ha), or square hectometer (hm^2) = 10 000 square meters.
1 are (a), or square dekameter (dkm^2) = 100 square meters.
1 centare (ca) = 1 square meter.
1 square decimeter (dm^2) = 0.01 square meter.
1 square centimeter (cm^2) = 0.000 1 square meter.
1 square millimeter (mm^2) = 0.000 001 square meter.
1 square mile (sq mi) { = 640 acres = 102 400 square rods.
= 3 097 600 square yards = 27 878 400 square feet.
1 acre (acre) = 10 square chains { = 160 square rods = 4 840 square yards.
= 43 560 square feet.
1 square chain (sq ch) { = 16 square rods = 484 square yards = 4 356 square feet.
= 10 000 square links.
1 square link (sq li) { = 0.000 1 square chain = 0.048 4 square yard.
= 0.435 6 square foot = 62.726 4 square inches.
1 square rod (sq rd) = 30.25 square yards = 272.25 square feet = 625 square links.
1 square foot (sq ft) = $\frac{1}{9}$ square yard = 144 square inches.
1 square inch (sq in) = $\frac{1}{1296}$ square yard = $\frac{1}{144}$ square foot.

3. Volume

Fundamental Units

A cubic meter (m^3) is a unit of volume equal to a cube the edges of which are 1 meter.

A cubic yard (cu yd) is a unit of volume equal to a cube the edges of which are 1 yard.

Multiples and Submultiples

1 cubic kilometer (km^3) = 1 000 000 000 cubic meters.
1 cubic hectometer (hm^3) = 1 000 000 cubic meters.
1 cubic dekameter (dkm^3) = 1 000 cubic meters.
1 stere (s) = 1 cubic meter.
1 cubic decimeter (dm^3) = 0.001 cubic meter.
1 cubic centimeter (cm^3) = 0.000 001 cubic meter = 0.001 cubic decimeter.
1 cubic millimeter (mm^3) = 0.000 000 001 cubic meter = 0.001 cubic centimeter.
1 cubic foot (cu ft) = $\frac{1}{27}$ cubic yard.
1 cubic inch (cu in) = $\frac{1}{46656}$ cubic yard = $\frac{1}{1728}$ cubic foot.
1 board foot (fbm) = 144 cubic inches = $\frac{1}{12}$ cubic foot.
1 cord (cd) = 128 cubic feet.

4. Capacity

Fundamental Units

A liter (liter) is a unit of capacity equal to the volume occupied by the mass of 1 kilogram of pure water at its maximum density (at a temperature of 4° C, practically) and under the standard atmospheric pressure (of 760 mm). It is equivalent in volume to 1.000 027 cubic decimeters.

A gallon (gal) is a unit of capacity equal to the volume of 231 cubic inches. It is used for the measurement of liquid commodities only.

A bushel (bu) is a unit of capacity equal to the volume of 2 150.42 cubic inches. It is used in the measurement of dry commodities only.[1]

Multiples and Submultiples

1 hectoliter (hl) = 100 liters.
1 dekaliter (dkl) = 10 liters.
1 deciliter (dl) = 0.1 liter.
1 centiliter (cl) = 0.01 liter.
1 milliliter (ml) = 0.001 liter = 1.000 027 cubic centimeters.
1 liquid quart (liq qt) = $\frac{1}{4}$ gallon = 57.75 cubic inches.
1 liquid pint (liq pt) = $\frac{1}{8}$ gallon = $\frac{1}{2}$ liquid quart = 28.875 cubic inches.
1 gill (gi) = $\frac{1}{32}$ gallon = $\frac{1}{4}$ liquid pint = 7.218 75 cubic inches.
1 fluid ounce (fl oz) = $\frac{1}{128}$ gallon = $\frac{1}{16}$ liquid pint.
1 fluid dram (fl dr) = $\frac{1}{8}$ fluid ounce = $\frac{1}{128}$ liquid pint.
1 minim (min *or* ℿ) = $\frac{1}{60}$ fluid dram = $\frac{1}{480}$ fluid ounce.
1 peck (pk) = $\frac{1}{4}$ bushel = 537.605 cubic inches.
1 dry quart (dry qt) = $\frac{1}{32}$ bushel = $\frac{1}{8}$ peck = 67.200 625 cubic inches.
1 dry pint (dry pt) = $\frac{1}{64}$ bushel = $\frac{1}{2}$ dry quart = 33.600 312 5 cubic inches.
1 barrel, for fruits, vegetables, and other dry commodities, other than cranberries,[2] = 7 056 cubic inches = 105 dry quarts.
1 barrel for cranberries = 5 826 cubic inches.[3]

5. Mass

Fundamental Units

A kilogram (kg) is a unit of mass equal to the mass of the International Prototype Kilogram.

A gram (g) is a unit of mass equal to one-thousandth of the mass of the International Prototype Kilogram.

An avoirdupois pound (lb avdp) is a unit of mass equal to 0.453 592 427 7 kilogram.

A troy pound (lb t) is a unit of mass equal to $\frac{5760}{7000}$ of that of the avoirdupois pound.

Multiples and Submultiples

1 metric ton (t) = 1 000 kilograms.
1 hectogram (hg) = 100 grams.
1 dekagram (dkg) = 10 grams.

[1] This is the so-called stricken or struck bushel. A heaped bushel for apples of 2,747.715 cubic inches was established by the U. S. Court of Customs Appeals on Feb. 15, 1912, in United States *v.* Weber (no. 757). A heaped bushel, equivalent to 1¼ stricken bushels, is also recognized.

[2] As fixed by United States standard barrel act (United States Code, title 15, ch. 6, sec. 234).

[3] As computed from dimensions fixed by United States standard barrel act, see above.

1 decigram (dg) = 0.1 gram.
1 centigram (cg) = 0.01 gram.
1 milligram (mg) = 0.001 gram.
1 metric carat[4] (c) = 200 milligrams = 0.2 gram.

1 avoirdupois ounce (oz avdp) = $\frac{1}{16}$ avoirdupois pound = 437.5 grains.
1 avoirdupois dram (dr avdp) = $\frac{1}{256}$ avoirdupois pound = $\frac{1}{16}$ avoirdupois ounce.
1 grain (grain) = $\frac{1}{7000}$ avoirdupois pound = $\frac{1}{5760}$ troy pound.
1 apothecaries' pound (lb ap) = 1 troy pound = $\frac{5760}{7000}$ avoirdupois pound.
1 apothecaries' or troy ounce (oz ap *or* ℥, oz t) = $\frac{1}{12}$ troy pound = $\frac{480}{7000}$ avoirdupois pound = 480 grains.
1 apothecaries' dram (dr ap *or* ʒ) = $\frac{1}{96}$ apothecaries' pound = $\frac{1}{8}$ apothecaries' ounce = 60 grains.
1 pennyweight (dwt) = $\frac{1}{20}$ troy ounce = 24 grains.
1 apothecaries' scruple (s ap *or* ℈) = $\frac{1}{3}$ apothecaries' dram = 20 grains.
1 short hundredweight (sh cwt) = 100 avoirdupois pounds.
1 long hundredweight (l cwt) = 112 avoirdupois pounds.
1 short ton (sh tn) = 2 000 avoirdupois pounds.
1 long ton (l tn) = 2 240 avoirdupois pounds.

[4] See Bureau of Standards Circular C43, The Metric Carat, for a discussion of the metric carat and tables of the relations of the metric carat to the old carat of 205.3 milligrams in use in this country previous to July 1, 1913.

COMPARISON OF THE VARIOUS TONS AND POUNDS IN USE IN THE UNITED STATES (FROM 1 TO 9 UNITS)

Troy pounds	Avoirdupois pounds	Kilograms	Short tons	Long tons	Metric tons
1	0.822 857	0.373 24	0.000 411 43	0 000 367 35	0.000 373 24
2	1.645 71	0.746 48	0 000 822 86	0 000 734 69	0 000 746 48
3	2.468 57	1.119 73	0.001 234 29	0 001 102 04	0 001 119 73
4	3.291 43	1.492 97	0.001 645 71	0.001 469 39	0.001 492 97
5	4.114 29	1.866 21	0.002 057 14	0.001 836 73	0.001 866 21
6	4.937 14	2.239 45	0.002 468 57	0.002 204 08	0.002 239 45
7	5.760 00	2.612 69	0.002 880 00	0.002 571 43	0.002 612 69
8	6.582 86	2.985 93	0.003 291 43	0 002 938 78	0 0C2 985 93
9	7 405 71	3.359 18	0.003 702 86	0.003 306 12	0.003 359 18
1.215 28	1	0.453 59	0.0005	0.000 446 43	0 000 453 59
2.430 56	2	0.907 18	0.0010	0 000 892 86	0.000 907 18
3.645 83	3	1.360 78	0 0015	0.001 339 29	0 001 360 78
4.861 11	4	1.814 37	0.0020	0.001 785 71	0.001 814 37
6.076 39	5	2.267 96	0.0025	0 002 232 14	0.002 267 96
7.291 67	6	2.721 55	0.0030	0.002 678 57	0.002 721 55
8.506 94	7	3.175 15	0.0035	0.003 125 00	0 003 175 15
9.722 22	8	3.628 74	0 0040	0 003 571 43	0.003 628 74
10.937 50	9	4.082 33	0.0045	0.004 017 86	0 004 082 33
2.679 23	2.204 62	1	0.001 102 31	0.000 984 21	0.001
5.358 46	4.409 24	2	0.002 204 62	0 001 968 41	0 002
8.037 69	6.613 87	3	0.003 306 93	0 002 952 62	0 003
10.716 91	8.818 49	4	0.004 409 24	0.003 936 83	0 004
13.396 14	11.023 11	5	0.005 511 56	0.004 921 03	0 005
16.075 37	13.227 73	6	0.006 613 87	0.005 905 24	0 006
18.754 60	15.432 36	7	0.007 716 18	0 006 889 44	0 007
21.433 83	17.636 98	8	0.008 818 49	0 007 873 65	0.008
24.113 06	19.841 60	9	0.009 920 80	0.008 857 86	0 009
2480.56	2000	907.18	1	0.892 86	0.907 18
4861.11	4000	1814.37	2	1.785 71	1 814 37
7291.67	6000	2721.55	3	2.678 57	2 721 55
9722.22	8000	3628.74	4	3.571 43	3.628 74
12 152.78	10 000	4535.92	5	4.464 29	4.535 92
14 583.33	12 000	5443.11	6	5.357 14	5.443 11
17 013.89	14 000	6350.29	7	6 250 00	6.350 29
19 444.44	16 000	7257.48	8	7.142 86	7.257 48
21 875.00	18 000	8164.66	9	8.035 71	8 164 66
2722.22	2240	1016.05	1.12	1	1 016 05
5444.44	4480	2032.09	2.24	2	2 032 09
8166.67	6720	3048.14	3.36	3	3.048 14
10 888.89	8960	4064.19	4.48	4	4 064 19
13 611.11	11 200	5080.24	5 60	5	5.080 24
16 333.33	13 440	6096.28	6.72	6	6 096 28
19 055.56	15 680	7112.32	7.84	7	7.112 32
21 777.78	17 920	8128.38	8 96	8	8 128 38
24 500.00	20 160	9144.42	10.08	9	9.144 42
2679.23	2204.62	1000	1.102 31	0.984 21	1
5358.46	4409.24	2000	2.204 62	1 968 41	2
8037.69	6613.87	3000	3.306 93	2.952 62	3
10 716.91	8818.49	4000	4.409 24	3.936 83	4
13 396.14	11 023.11	5000	5.511 56	4.921 03	5
16 075.37	13 227.73	6000	6.613 87	5.905 24	6
18 754.60	15 432.36	7000	7.716 18	6 889 44	7
21 433.83	17 636.98	8000	8.818 49	7.873 65	8
24 113.06	19 841.60	9000	9.920 80	8.857 86	9

TABLES OF INTERRELATION

1. UNITS OF

Units	Inches	Links	Feet	Yards	Rods
1 inch =	1	0.126 263	0.083 333 3	0 027 777 8	0.005 050 51
1 link =	7.92	1	0.66	0.22	0.04
1 foot =	12	1.515 152	1	0 333 333	0 060 606 1
1 yard =	36	4.545 45	3	1	0.181 818
1 rod =	198	25	16.5	5.5	1
1 chain =	792	100	66	22	4
1 mile =	63 360	8000	5280	1760	320
1 centimeter =	0.3937	0 049 709 60	0.032 808 33	0 010 936 111	0.001 988 384
1 meter =	39.37	4.970 960	3.280 833	1.093 611 1	0.198 838 4

2. UNITS OF

Units	Square inches	Square links	Square feet	Square yards	Square rods	Square chains
1 square inch =	1	0 015 942 3	0 006 944 44	0.000 771 605	0 000 025 507 6	0 000 001 594 23
1 square link =	62.7264	1	0.4356	0.0484	0.0016	0.0001
1 square foot =	144	2.295 684	1	0.111 111 1	0 003 673 09	0 000 229 568
1 square yard =	1296	20 6612	9	1	0 033 057 85	0 002 066 12
1 square rod =	39 204	625	272.25	30.25	1	0.0625
1 square chain =	627 264	10 000	4356	484	16	1
1 acre =	6 272 640	100 000	43 560	4840	160	10
1 square mile =	4 014 489 600	64 000 000	27 878 400	3 097 600	102 400	6400
1 square centimeter =	0 154 999 7	0 002 471 04	0 001 076 387	0 000 119 598 5	0 000 003 953 67	0 000 000 247 104
1 square meter =	1549.9969	24 7104	10 763 87	1 195 985	0 039 536 7	0 002 471 04
1 hectare =	15 499 969	247 104	107 638. 7	11 959 85	395 367	24 7104

3. UNITS OF

Units	Cubic inches	Cubic feet	Cubic yards
1 cubic inch =	1	0 000 578 704	0 000 021 433 47
1 cubic foot =	1728	1	0 037 037 0
1 cubic yard =	46 656	27	1
1 cubic centimeter =	0 061 023 38	0 000 035 314 45	0 000 001 307 94
1 cubic decimeter =	61 023 38	0 035 314 45	0 001 307 943
1 cubic meter =	61 023. 38	35 314 45	1 307 942 8

4. UNITS OF CAPACITY

Units	Minims	Fluid drams	Fluid ounces	Gills	Liquid pints
1 minim =	1	0.016 666 7	0 002 083 33	0. 000 520 833	0 000 130 208
1 fluid dram =	60	1	0.125	0.031 25	0.007 812 5
1 fluid ounce =	480	8	1	0.25	0.0625
1 gill =	1920	32	4	1	0.25
1 liquid pint =	7680	128	16	4	1
1 liquid quart =	15 360	256	32	8	2
1 gallon =	61 440	1024	128	32	8
1 milliliter =	16. 2311	0. 270 518	0 033 814 7	0 008 453 68	0. 002 113 42
1 liter =	16 231. 1	270 518	33 8147	8 453 68	2 113 42
1 cubic inch =	265 974	4. 432 90	0 554 113	0. 138 528	0. 034 632 0

OF UNITS OF MEASUREMENT

LENGTH

Chains	Miles	Centimeters	Meters	Units
0.001 262 63	0.000 015 782 8	2.540 005	0.025 400 05	= 1 inch
0.01	0.000 125	20.116 84	0.201 168 4	= 1 link
0.015 151 5	0.000 189 393 9	30.480 06	0.304 800 6	= 1 foot
0 045 454 5	0.000 568 182	91 440 18	0.914 401 8	= 1 yard
0.25	0.003 125	502.9210	5.029 210	= 1 rod
1	0.0125	2011.684	20.116 84	= 1 chain
80	1	160 934.72	1609.3472	= 1 mile
0.000 497 096 0	0.000 006 213 699	1	0.01	= 1 centimeter
0.049 709 60	0.000 621 369 9	100	1	= 1 meter

AREA

Acres	Square miles	Square centimeters	Square meters	Hectares	Units
0.000 000 159 423	0 000 000 000 249 1	6 451 626	0 000 645 162 6	0.000 000 064 516	= 1 square inch
0.000 01	0.000 000 015 625	404.6873	0.040 468 73	0.000 004 046 87	= 1 square link
0.000 022 956 8	0.000 000 035 870 1	929.0341	0.092 903 41	0.000 009 290 34	= 1 square foot
0.000 206 612	0.000 000 322 831	8361.307	0.836 130 7	0.000 083 613 1	= 1 square yard
0.006 25	0.000 009 765 625	252 929.5	25.292 95	0.002 529 295	= 1 square rod
0.1	0.000 156 25	4 046 873	404.6873	0 040 468 7	= 1 square chain
1	0.001 562 5	40 468 726	4046.873	0.404 687	= 1 acre
640	1	25 899 984 703	2 589 998	258.9998	= 1 square mile
0.000 000 024 710 4	0. 000 000 000 038 610 06	1	0.0001	0.000 000 01	= 1 square centimeter
0. 000 247 104	0. 000 000 386 100 6	10 000	1	0.0001	= 1 square meter
2.471 04	0. 003 861 006	100 000 000	10 000	1	= 1 hectare

VOLUME

Cubic centimeters	Cubic decimeters	Cubic meters	Units
16 387 162	0. 016 387 16	0. 000 016 387 16	= 1 cubic inch
28 317 016	28. 317 016	0. 028 317 016	= 1 cubic foot
764 559. 4	764. 5594	0 764 559 4	= 1 cubic yard
1	0.001	0.000 001	= 1 cubic centimeter
1 000	1	0.001	= 1 cubic decimeter
1 000 000	1000	1	= 1 cubic meter

LIQUID MEASURE

Liquid quarts	Gallons	Milliliters	Liters	Cubic inches	Units
0. 000 065 104	0. 000 016 276	0. 061 610 2	0. 000 061 610 2	0 003 759 77	= 1 minim
0.003 906 25	0. 000 976 562	3. 696 61	0 003 696 61	0 225 586	= 1 fluid dram
0.031 25	0.007 812 5	29. 5729	0. 029 572 9	1 804 69	= 1 fluid ounce
0.125	0.031 25	118. 292	0. 118 292	7. 218 75	= 1 gill
0.5	0.125	473. 167	0. 473 167	28.875	= 1 liquid pint
1	0.25	946. 333	0. 946 333	57.75	= 1 liquid quart
4	1	3785. 332	3. 785 332	231	= 1 gallon
0. 001 056 71	0. 000 264 178	1	0.001	0 061 025 0	= 1 milliliter
1. 056 71	0. 264 178	1000	1	61. 0250	= 1 liter
0. 017 316 0	0. 004 329 00	16. 3867	0. 016 386 7	1	= 1 cubic inch

5. UNITS OF CAPACITY

Units	Dry pints	Dry quarts	Pecks	Bushels
1 dry pint =	1	0.5	0.0625	0.015 625
1 dry quart =	2	1	0.125	0.031 25
1 peck =	16	8	1	0.25
1 bushel =	64	32	4	1
1 liter =	1.816 20	0.908 102	0.113 513	0.028 378
1 dekaliter =	18.1620	9.081 02	1.135 13	0.283 78
1 cubic inch =	0.029 761 6	0.014 880 8	0.001 860 10	0.000 465 025

6. UNITS OF MASS LESS

Units *	Grains	Apothecaries' scruples	Pennyweights	Avoirdupois drams	Apothecaries' drams	Avoirdupois ounces
1 grain =	1	0.05	0.041 666 67	0.036 571 43	0.016 666 7	0.002 285 71
1 apoth. scruple =	20	1	0.833 333 3	0 731 428 6	0.333 333	0.045 714 3
1 pennyweight =	24	1.2	1	0.877 714 3	0.4	0.054 857 1
1 avoir. dram =	27.343 75	1.367 187 5	1.139 323	1	0.455 729 2	0.0625
1 apoth. dram =	60	3	2.5	2.194 286	1	0 137 142 9
1 avoir. ounce =	437.5	21.875	18.229 17	16	7.291 67	1
1 apoth. or troy ounce =	480	24	20	17.554 28	8	1.097 142 9
1 apoth. or troy pound =	5760	288	240	210.6514	96	13.165 714
1 avoir. pound =	7000	350	291.6667	256	116.6667	16
1 milligram =	0.015 432 356	0.000 771 618	0.000 643 014 8	0.000 564 383 3	0.000 257 205 9	0.000 035 273 96
1 gram =	15 432 356	0.771 618	0.643 014 85	0.564 383 3	0.257 205 9	0.035 273 96
1 kilogram =	15 432 356	771.6178	643.014 85	564.383 32	257.205 94	35.273 96

7. UNITS OF MASS

Units	Avoirdupois ounces	Avoirdupois pounds	Short hundredweights	Short tons
1 avoirdupois ounce =	1	0.0625	0.000 625	0.000 031 25
1 avoirdupois pound =	16	1	0.01	0.0005
1 short hundredweight =	1600	100	1	0.05
1 short ton =	32 000	2000	20	1
1 long ton =	35 840	2240	22.4	1.12
1 kilogram =	35.273 957	2.204 622 34	0.022 046 223	0.001 102 311 2
1 metric ton =	35 273.957	2204.622 34	22.046 223	1.102 311 2

* "Avoir." is now abbreviated "avdp".

DRY MEASURE

Liters	Dekaliters	Cubic inches	Units
0.550 599	0.055 060	33.600 312 5	= 1 dry pint
1.101 198	0.110 120	67.200 625	= 1 dry quart
8 809 58	0 880 958	537.605	= 1 peck
35.2383	3.523 83	2150.42	= 1 bushel
1	0.1	61.0250	= 1 liter
10	1	610 250	= 1 dekaliter
0.016 386 7	0.001 638 67	1	= 1 cubic inch

THAN POUNDS AND KILOGRAMS

Apothecaries' or troy ounces	Apothecaries' or troy pounds	Avoirdupois pounds	Milligrams	Grams	Kilograms	Units
0.002 083 33	0.000 173 611 1	0 000 142 857 1	64 798 918	0.064 798 918	0.000 064 798 9	= 1 grain
0.041 666 7	0.003 472 222	0 002 857 143	1295 9784	1.295 978 4	0 001 295 978	= 1 apoth. scruple
0.05	0.004 166 667	0.003 428 571	1555.1740	1 555 174 0	0 001 555 174	= 1 pennyweight
0.056 966 146	0.004 747 178 8	0.003 906 25	1771.8454	1.771 845 4	0.001 771 845	= 1 avoir. dram
0.125	0.010 416 667	0 008 571 429	3887.9351	3.887 935 1	0 003 887 935	= 1 apoth. dram
0.911 458 3	0.075 954 861	0.0625	28 349.527	28.349 527	0 028 349 53	= 1 avoir. ounce
1	0.083 333 33	0 068 571 43	31 103.481	31 103 481	0 031 103 48	= 1 apoth. or troy ounce
12	1	0 822 857 1	373 241.77	373.241 77	0 373 241 77	= 1 apoth. or troy pound
14.583 333	1.215 277 8	1	453 592.4277	453.592 4277	0.453 592 427 7	= 1 avoir. pound
0.000 032 150 74	0.000 002 679 23	0.000 002 204 62	1	0.001	0.000 001	= 1 milligram
0.032 150 74	0.002 679 23	0.002 204 62	1000	1	0.001	= 1 gram
32.150 742	2.679 228 5	2.204 622 341	1 000 000	1000	1	= 1 kilogram

GREATER THAN AVOIRDUPOIS OUNCES

Long tons	Kilograms	Metric tons	Units
0.000 027 901 79	0.028 349 53	0.000 028 349 53	= 1 avoirdupois ounce
0.000 446 428 6	0.453 592 427 7	0.000 453 592 43	= 1 avoirdupois pound
0.044 642 86	45.359 243	0.045 359 243	= 1 short hundredweight
0.892 857 1	907.184 86	0.907 184 86	= 1 short ton
1	1016.047 04	1.016 047 04	= 1 long ton
0.000 984 206 4	1	0.001	= 1 kilogram
0.984 206 40	1000	1	= 1 metric ton

COMPARISON OF METRIC AND CUSTOMARY UNITS FROM 1 TO 9

1. LENGTH

Inches (in.)	Millimeters (mm)	Feet (ft)	Meters (m)	Yards (yd)	Meters (m)	Rods (rd)	Meters (m)	U.S. miles (mi)	Kilometers (km)
1 =	25.4001	1 =	0.304 801	1 =	0.914 402	1 =	5.029 21	1 =	1.609 347
2 =	50.8001	2 =	0.609 601	2 =	1.828 804	2 =	10.058 42	2 =	3.218 694
3 =	76.2002	3 =	0.914 402	3 =	2.743 205	3 =	15.087 63	3 =	4.828 042
4 =	101.6002	4 =	1.219 202	4 =	3.657 607	4 =	20.116 84	4 =	6.437 389
5 =	127.0003	5 =	1.524 003	5 =	4.572 009	5 =	25.146 05	5 =	8.046 736
6 =	152.4003	6 =	1.828 804	6 =	5.486 411	6 =	30.175 26	6 =	9.656 083
7 =	177.8004	7 =	2.133 604	7 =	6.400 813	7 =	35.204 47	7 =	11.265 431
8 =	203.2004	8 =	2.438 405	8 =	7.315 215	8 =	40.233 68	8 =	12.874 778
9 =	228.6005	9 =	2.743 205	9 =	8.229 616	9 =	45.262 89	9 =	14.484 125
0.039 37 =	1	3.280 83 =	1	1.093 611 =	1	0.198 838 =	1	0.621 370 =	1
0.078 74 =	2	6.561 67 =	2	2.187 222 =	2	0.397 677 =	2	1.242 740 =	2
0.118 11 =	3	9.842 50 =	3	3.280 833 =	3	0.596 515 =	3	1.864 110 =	3
0.157 48 =	4	13.123 33 =	4	4.374 444 =	4	0.795 354 =	4	2.485 480 =	4
0.196 85 =	5	16.404 17 =	5	5.468 056 =	5	0.994 192 =	5	3.106 850 =	5
0.236 22 =	6	19.685 00 =	6	6.561 667 =	6	1.193 030 =	6	3.728 220 =	6
0.275 59 =	7	22.965 83 =	7	7.655 278 =	7	1.391 869 =	7	4.349 590 =	7
0.314 96 =	8	26.246 67 =	8	8.748 889 =	8	1.590 707 =	8	4.970 960 =	8
0.354 33 =	9	29.527 50 =	9	9.842 500 =	9	1.789 545 =	9	5.592 330 =	9

2. AREA

Square inches (sq in.)	Square centimeters (cm²)	Square feet (sq ft)	Square meters (m²)	Square yards (sq yd)	Square meters (m²)	Acres (acre)	Hectares (ha)	Square miles (sq mi)	Square kilometers (km²)
1 =	6.452	1 =	0.092 90	1 =	0.8361	1 =	0.4047	1 =	2.5900
2 =	12.903	2 =	0.185 81	2 =	1.6723	2 =	0.8094	2 =	5.1800
3 =	19.355	3 =	0.278 71	3 =	2.5084	3 =	1.2141	3 =	7.7700
4 =	25.807	4 =	0.371 61	4 =	3.3445	4 =	1.6187	4 =	10.3600
5 =	32.258	5 =	0.464 52	5 =	4.1807	5 =	2.0234	5 =	12.9500
6 =	38.710	6 =	0.557 42	6 =	5.0168	6 =	2.4281	6 =	15.5400
7 =	45.161	7 =	0.650 32	7 =	5.8529	7 =	2.8328	7 =	18.1300
8 =	51.613	8 =	0.743 23	8 =	6.6890	8 =	3.2375	8 =	20.7200
9 =	58.065	9 =	0.836 13	9 =	7.5252	9 =	3.6422	9 =	23.3100
0.155 00 =	1	10.764 =	1	1.1960 =	1	2.471 =	1	0.3861 =	1
0.310 00 =	2	21.528 =	2	2.3920 =	2	4.942 =	2	0.7722 =	2
0.465 00 =	3	32.292 =	3	3.5880 =	3	7.413 =	3	1.1583 =	3
0.620 00 =	4	43.055 =	4	4.7839 =	4	9.884 =	4	1.5444 =	4
0.775 00 =	5	53.819 =	5	5.9799 =	5	12.355 =	5	1.9305 =	5
0.930 00 =	6	64.583 =	6	7.1759 =	6	14.826 =	6	2.3166 =	6
1.085 00 =	7	75.347 =	7	8.3719 =	7	17.297 =	7	2.7027 =	7
1.240 00 =	8	86.111 =	8	9.5679 =	8	19.768 =	8	3.0888 =	8
1.395 00 =	9	96.875 =	9	10.7639 =	9	22.239 =	9	3.4749 =	9

3. VOLUME

Cubic inches (cu in.)	Cubic centimeters (cm³)	Cubic feet (cu ft)	Cubic meters (m³)	Cubic yards (cu yd)	Cubic meters (m³)	Cubic inches (cu in.)	Liters (liter)	Cubic feet (cu ft)	Liters (liter)
1 =	16.3872	1 =	0.028 317	1 =	0.7646	1 =	0.016 386 7	1 =	28.316
2 =	32.7743	2 =	0.056 634	2 =	1.5291	2 =	0.032 773 4	2 =	56.633
3 =	49.1615	3 =	0.084 951	3 =	2.2937	3 =	0.049 160 2	3 =	84.949
4 =	65.5486	4 =	0.113 268	4 =	3.0582	4 =	0.065 546 9	4 =	113.265
5 =	81.9358	5 =	0.141 585	5 =	3.8228	5 =	0.081 933 6	5 =	141.581
6 =	98.3230	6 =	0.169 902	6 =	4.5874	6 =	0.098 320 3	6 =	169.898
7 =	114.7101	7 =	0.198 219	7 =	5.3519	7 =	0.114 707 0	7 =	198.214
8 =	131.0973	8 =	0.226 536	8 =	6.1165	8 =	0.131 093 8	8 =	226.530
9 =	147.4845	9 =	0.254 853	9 =	6.8810	9 =	0.147 480 5	9 =	254.846
0.061 02 =	1	35.314 =	1	1.3079 =	1	61.025 =	1	0.035 315 =	1
0.122 05 =	2	70.629 =	2	2.6159 =	2	122.050 =	2	0.070 631 =	2
0.183 07 =	3	105.943 =	3	3.9238 =	3	183.075 =	3	0.105 946 =	3
0.244 09 =	4	141.258 =	4	5.2318 =	4	244.100 =	4	0.141 262 =	4
0.305 12 =	5	176.572 =	5	6.5397 =	5	305.125 =	5	0.176 577 =	5
0.366 14 =	6	211.887 =	6	7.8477 =	6	366.150 =	6	0.211 892 =	6
0.427 16 =	7	247.201 =	7	9.1556 =	7	427.175 =	7	0.247 208 =	7
0.488 19 =	8	282.516 =	8	10.4635 =	8	488.200 =	8	0.282 523 =	8
0.549 21 =	9	317.830 =	9	11.7715 =	9	549.225 =	9	0.317 839 =	9

4. CAPACITY—LIQUID MEASURE

U. S. fluid drams (fl dr)	Milliliters (ml)	U. S. fluid ounces (fl oz)	Milliliters (ml)	U. S. liquid pints (pt)	Liters (liter)	U. S liquid quarts (qt)	Liters (liter)	U. S. gallons (gal)	Liters (liter)
1 =	3 6966	1 =	29 573	1 =	0 473 17	1 =	0 946 33	1 =	3 785 33
2 =	7 3932	2 =	59 146	2 =	0 946 33	2 =	1 892 67	2 =	7 570 66
3 =	11 0898	3 =	88 719	3 =	1 419 50	3 =	2 839 00	3 =	11 356 00
4 =	14 7865	4 =	118 292	4 =	1 892 67	4 =	3 785 33	4 =	15 141 33
5 =	18 4831	5 =	147 865	5 =	2 365 83	5 =	4 731 67	5 =	18 926 66
6 =	22 1797	6 =	177 437	6 =	2 839 00	6 =	5 678 00	6 =	22 711 99
7 =	25 8763	7 =	207 010	7 =	3 312 17	7 =	6 624 33	7 =	26 497 33
8 =	29 5729	8 =	236 583	8 =	3 785 33	8 =	7 570 66	8 =	30 282 66
9 =	33 2695	9 =	266 156	9 =	4 258 50	9 =	8 517 00	9 =	34 067 99
0 270 52 =	1	0 033 815 =	1	2 1134 =	1	1 056 71 =	1	0 264 18 =	1
0 541 04 =	2	0 067 629 =	2	4 2268 =	2	2 113 42 =	2	0 528 36 =	2
0 811 55 =	3	0 101 444 =	3	6 3403 =	3	3 170 13 =	3	0 792 53 =	3
1 082 07 =	4	0 135 259 =	4	8 4537 =	4	4 226 84 =	4	1 056 71 =	4
1 352 59 =	5	0 169 074 =	5	10 5671 =	5	5 283 55 =	5	1 320 89 =	5
1 623 11 =	6	0 202 888 =	6	12 6805 =	6	6 340 26 =	6	1. 585 07 =	6
1 893 63 =	7	0 236 703 =	7	14 7939 =	7	7 396 97 =	7	1 849 24 =	7
2 164 14 =	8	0 270 518 =	8	16 9074 =	8	8 453 68 =	8	2 113 42 =	8
2 434 66 =	9	0 304 333 =	9	19 0208 =	9	9 510 39 =	9	2 377 60 =	9

5. CAPACITY—DRY MEASURE

U. S. dry quarts (qt)	Liters (liter)	U. S. pecks (pk)	Liters (liter)	U. S. pecks (pk)	Dekaliters (dkl)	U S bushels (bu)	Hecto-liters (hl)	U. S. bushels per acre	Hecto-liters per hectare
1 =	1 1012	1 =	8. 810	1 =	0 8810	1 =	0 352 38	1 =	0 8708
2 =	2 2024	2 =	17 619	2 =	1 7619	2 =	0 704 77	2 =	1 7415
3 =	3 3036	3 =	26 429	3 =	2 6429	3 =	1 057 15	3 =	2 6123
4 =	4 4048	4 =	35 238	4 =	3 5238	4 =	1 409 53	4 =	3. 4830
5 =	5 5060	5 =	44 048	5 =	4 4048	5 =	1 761 92	5 =	4 3538
6 =	6 6072	6 =	52 857	6 =	5 2857	6 =	2 114 30	6 =	5 2245
7 =	7 7084	7 =	61 667	7 =	6 1667	7 =	2 466 68	7 =	6 0953
8 =	8 8096	8 =	70 477	8 =	7 0477	8 =	2 819 07	8 =	6 9660
9 =	9 9108	9 =	79. 286	9 =	7 9286	9 =	3 171 45	9 =	7 8368
0 9081 =	1	0 113 51 =	1	1 1351 =	1	2 8378 =	1	1 1484 =	1
1 8162 =	2	0 227 03 =	2	2 2703 =	2	5 6756 =	2	2 2969 =	2
2 7243 =	3	0 340 54 =	3	3 4054 =	3	8 5135 =	3	3 4453 =	3
3 6324 =	4	0 454 05 =	4	4 5405 =	4	11 3513 =	4	4. 5937 =	4
4 5405 =	5	0 567 56 =	5	5 6756 =	5	14 1891 =	5	5 7421 =	5
5 4486 =	6	0 681 08 =	6	6 8108 =	6	17 0269 =	6	6 8906 =	6
6 3567 =	7	0 794 59 =	7	7 9459 =	7	19 8647 =	7	8 0390 =	7
7 2648 =	8	0 908 10 =	8	9 0810 =	8	22 7026 =	8	9 1874 =	8
8 1729 =	9	1 021 61 =	9	10 2161 =	9	25 5404 =	9	10 3359 =	9

6. MASS

Grains (grain)	Grams (g)	Apothecaries' drams (dr ap or ℥)	Grams (g)	Troy ounces (oz t)	Grams (g)	Avoirdupois ounces (oz avdp)	Grams (g)	Avoirdupois pounds (lb avdp)	Kilograms (kg)
1 =	0 064 799	1 =	3 8879	1 =	31 103	1 =	28 350	1 =	0 453 59
2 =	0 129 598	2 =	7 7759	2 =	62 207	2 =	56 699	2 =	0 907 18
3 =	0 194 397	3 =	11 6638	3 =	93 310	3 =	85 049	3 =	1 360 78
4 =	0 259 196	4 =	15 5517	4 =	124. 414	4 =	113. 398	4 =	1 814 37
5 =	0 323 995	5 =	19 4397	5 =	155 517	5 =	141 748	5 =	2 267 96
6 =	0 388 794	6 =	23 3276	6 =	186 621	6 =	170 097	6 =	2 721 55
7 =	0 453 592	7 =	27 2155	7 =	217 724	7 =	198 447	7 =	3 175 15
8 =	0 518 391	8 =	31 1035	8 =	248 828	8 =	225 796	8 =	3 628 74
9 =	0 583 190	9 =	34 9914	9 =	279 931	9 =	255. 146	9 =	4 082 33
15 4324 =	1	0 257 21 =	1	0 032 151 =	1	0 035 274 =	1	2 204 62 =	1
30 8647 =	2	0 514 41 =	2	0 064 301 =	2	0 070 548 =	2	4 409 24 =	2
46 2971 =	3	0. 771 62 =	3	0 096 452 =	3	0 105 822 =	3	6 613 87 =	3
61 7294 =	4	1. 028 82 =	4	0 128 603 =	4	0 141 096 =	4	8 818 49 =	4
77 1618 =	5	1. 286 03 =	5	0 160 754 =	5	0 176 370 =	5	11 023 11 =	5
92 5941 =	6	1 543 24 =	6	0 192 904 =	6	0. 211 644 =	6	13 227 73 =	6
108 0265 =	7	1 800 44 =	7	0 225 055 =	7	0 246 918 =	7	15 432 36 =	7
123 4589 =	8	2 057 65 =	8	0 257 206 =	8	0. 282 192 =	8	17 636 98 =	8
138. 8912 =	9	2 314 85 =	9	0 289 357 =	9	0. 317 466 =	9	19 841 60 =	9

LENGTH—FEET TO METERS

[Reduction factor: 1 foot = 0.3048006096 meter]

Feet	Meters	Feet	Meters	Feet	Meters	Feet	Meters	Feet	Meters	Feet	Meters	Feet	Meters	Feet	Meters	Feet	Meters
0		100	30.48006	200	60 96012	300	91 44018	400	121.92024	500	152.40030	600	182.88037	700	213.36043	800	243.84049	900	274.32055
1	0.30480	1	30 78486	1	61.26492	1	91.74498	1	122.22504	1	152.70511	1	183.18517	1	213.66523	1	244.14529	1	274.62535
2	.60960	2	31.08966	2	61.56972	2	92 04978	2	122 52985	2	153 00991	2	183 48997	2	213 97003	2	244.45009	2	274.93015
3	.91440	3	31.39446	3	61.87452	3	92 35458	3	122 83465	3	153 31471	3	183.79477	3	214.27483	3	244.75489	3	275 23495
4	1.21920	4	31.69926	4	62 17932	4	92.65939	4	123 13945	4	153 61951	4	184.09957	4	214.57963	4	245.05969	4	275 53975
5	1.52400	5	32.00406	5	62 48412	5	92 96419	5	123.44425	5	153 92431	5	184.40437	5	214.88443	5	245.36449	5	275.84455
6	1.82880	6	32.30886	6	62.78893	6	93.26899	6	123 74905	6	154 22911	6	184.70917	6	215.18923	6	245.66929	6	276 14935
7	2.13360	7	32 61367	7	63.09373	7	93 57379	7	124 05385	7	154.53391	7	185.01397	7	215.49403	7	245 97409	7	276.45415
8	2.43840	8	32 91847	8	63.39853	8	93.87859	8	124 35865	8	154 83871	8	185 31877	8	215.79883	8	246.27889	8	276.75895
9	2.74321	9	33 22327	9	63.70333	9	94 18339	9	124.66345	9	155.14351	9	185.62357	9	216.10363	9	246.58369	9	277.06375
10	3.04801	110	33.52807	210	64.00813	310	94 48819	410	124.96825	510	155.44831	610	185 92837	710	216.40843	810	246.88849	910	277.36855
1	3.35281	1	33 83287	1	64.31293	1	94 79299	1	125 27305	1	155.75311	1	186 23317	1	216.71323	1	247.19329	1	277.67336
2	3.65761	2	34 13767	2	64 61773	2	95 09779	2	125.57785	2	156.05791	2	186.53797	2	217.01803	2	247.49809	2	277.97816
3	3.96241	3	34 44247	3	64 92253	3	95 40259	3	125.88265	3	156 36271	3	186 84277	3	217.32283	3	247 80290	3	278.28296
4	4.26721	4	34.74727	4	65 22733	4	95 70739	4	126.18745	4	156 66751	4	187.14757	4	217.62764	4	248.10770	4	278.58776
5	4 57201	5	35 05207	5	65.53213	5	96.01219	5	126 49225	5	156 97231	5	187 45237	5	217 93244	5	248.41250	5	278 89256
6	4 87681	6	35.35687	6	65.83693	6	96 31699	6	126 79705	6	157 27711	6	187 75718	6	218 23724	6	248.71730	6	279.19736
7	5.18161	7	35.66167	7	66.14173	7	96 62179	7	127 10185	7	157.58192	7	188 06198	7	218 54204	7	249.02210	7	279 50216
8	5 48641	8	35 96647	8	66 44653	8	96 92659	8	127 40665	8	157 88672	8	188 36678	8	218.84684	8	249.32690	8	279.80696
9	5.79121	9	36 27127	9	66.75133	9	97 23139	9	127.71146	9	158.19152	9	188 67158	9	219.15164	9	249.63170	9	280.11176
20	6 09601	120	36 57607	220	67.05613	320	97 53620	420	128 01626	520	158 49632	620	188 97638	720	219.45644	820	249 93650	920	280.41656
1	6.40081	1	36.88087	1	67.36093	1	97 84100	1	128 32106	1	158.80112	1	189.28118	1	219.76124	1	250.24130	1	280.72136
2	6.70561	2	37.18567	2	67 66574	2	98 14580	2	128 62586	2	159 10592	2	189 58598	2	220 06604	2	250.54610	2	281.02616
3	7 01041	3	37 49047	3	67 97054	3	98 45060	3	128 93066	3	159 41072	3	189 89078	3	220 37084	3	250.85090	3	281.33096
4	7 31521	4	37 79528	4	68 27534	4	98.75540	4	129 23546	4	159.71552	4	190.19558	4	220.67564	4	251.15570	4	281.63576
5	7.62002	5	38 10008	5	68 58014	5	99 06020	5	129 54026	5	160 02032	5	190 50038	5	220 98044	5	251.46050	5	281.94056
6	7 92482	6	38 40488	6	68 88494	6	99 36500	6	129 84506	6	160 32512	6	190 80518	6	221 28524	6	251.76530	6	282.24536
7	8 22962	7	38.70968	7	69.18974	7	99 66980	7	130.14986	7	160 62992	7	191.10998	7	221 59004	7	252.07010	7	282.55017
8	8.53442	8	39.01448	8	69 49454	8	99 97460	8	130 45466	8	160 93472	8	191 41478	8	221 89484	8	252.37490	8	282.85497
9	8.83922	9	39 31928	9	69 79934	9	100 27940	9	130 75946	9	161.23952	9	191 71958	9	222.19964	9	252.67971	9	283.15977
30	9.14402	130	39 62408	230	70 10414	330	100 58420	430	131 06426	530	161.54432	630	192 02438	730	222 50445	830	252.98451	930	283.46457
1	9.44882	1	39 92888	1	70 40894	1	100 88900	1	131.36906	1	161.84912	1	192 32918	1	222 80925	1	253.28931	1	283.76937
2	9.75362	2	40 23368	2	70 71374	2	101 19380	2	131.67386	2	162 15392	2	192 63399	2	223 11405	2	253.59411	2	284 07417
3	10 05842	3	40 53848	3	71 01854	3	101.49860	3	131 97866	3	162 45872	3	192 93879	3	223.41885	3	253.89891	3	284.37897
4	10 36322	4	40 84328	4	71 32334	4	101 80340	4	132 28346	4	162 76353	4	193 24359	4	223 72365	4	254.20371	4	284.68377
5	10 66802	5	41 14808	5	71 62814	5	102 10820	5	132 58827	5	163 06833	5	193 54839	5	224 02845	5	254.50851	5	284.98857
6	10 97282	6	41 45288	6	71 93294	6	102 41300	6	132 89307	6	163 37313	6	193 85319	6	224.33325	6	254 81331	6	285 29337
7	11.27762	7	41 75768	7	72 23774	7	102 71781	7	133 19787	7	163 67793	7	194 15799	7	224 63805	7	255.11811	7	285 59817
8	11 58242	8	42 06248	8	72 54255	8	103 02261	8	133 50267	8	163 98273	8	194 46279	8	224 94285	8	255.42291	8	285.90297
9	11 88722	9	42 36728	9	72 84735	9	103 32741	9	133 80747	9	164.28753	9	194 76759	9	225 24765	9	255.72771	9	286.20777
40	12 19202	140	42 67209	240	73 15215	340	103 63221	440	134 11227	540	164 59233	640	195 07239	740	225 55245	840	256 03251	940	286.51257
1	12.49682	1	42 97689	1	73 45695	1	103.93701	1	134 41707	1	164 89713	1	195 37719	1	225 85725	1	256.33731	1	286 81737
2	12 80163	2	43 28169	2	73 76175	2	104 24181	2	134 72187	2	165 20193	2	195 68199	2	226 16205	2	256 64211	2	287.12217
3	13 10643	3	43 58649	3	74 06655	3	104 54661	3	135 02667	3	165 50673	3	195 98679	3	226 46685	3	256.94691	3	287.42697
4	13.41123	4	43 89129	4	74 37135	4	104 85141	4	135.33147	4	165 81153	4	196.29159	4	226 77165	4	257.25171	4	287.73178
5	13.71603	5	44 19609	5	74 67615	5	105.15621	5	135 63627	5	166 11633	5	196 59639	5	227 07645	5	257.55652	5	288.03658
6	14.02083	6	44 50089	6	74 98095	6	105 46101	6	135 94107	6	166 42113	6	196.90119	6	227 38125	6	257.86132	6	288.34138
7	14.32563	7	44 80569	7	75 28575	7	105 76581	7	136 24587	7	166.72593	7	197 20599	7	227 68606	7	258.16612	7	288.64618
8	14.63043	8	45 11049	8	75.59055	8	106 07061	8	136.55067	8	167.03073	8	197 51080	8	227.99086	8	258.47092	8	288.95098
9	14.93523	9	45.41529	9	75.89535	9	106 37541	9	136.85547	9	167.33553	9	197.81560	9	228.29566	9	258.77572	9	289.25578

0	15.24003	50	45.72009	100	76 20015	150	106.68021	200	137 16027	250	167.64034	300	198.12040	350	228.60046	400	259 08052	450	289.56058
1	15.54483	1	46.02489	1	76 50495	1	106 98501	1	137 46507	1	167 94514	1	198.42520	1	228.90526	1	259.38532	1	289.86538
2	15.84963	2	46.32969	2	76.80975	2	107 28981	2	137.76988	2	168 24994	2	198.73000	2	229 21006	2	259 69012	2	290.17018
3	16.15443	3	46.63449	3	77.11455	3	107 59462	3	138.07468	3	168 55474	3	199.03480	3	229.51486	3	259.99492	3	290.47498
4	16.45923	4	46.93929	4	77 41935	4	107 89942	4	138 37948	4	168.85954	4	199.33960	4	229 81966	4	260.23972	4	290.77978
5	16.76403	5	47.24409	5	77.72416	5	108 20422	5	138 68428	5	169 16431	5	199 64440	5	230 12446	5	260.60452	5	291.03458
6	17.06883	6	47.54890	6	78 02896	6	108 50902	6	138 98908	6	169 46914	6	199.94920	6	230 42926	6	260.90932	6	291.33938
7	17.37363	7	47.85370	7	78 33376	7	108 81382	7	139 29388	7	169.77394	7	200.25400	7	230.73406	7	261 21412	7	291.64418
8	17.67844	8	48.15850	8	78 63856	8	109 11862	8	139 59868	8	170.07874	8	200 55880	8	231.03886	8	261.51892	8	291.99898
9	17.98324	9	48.46330	9	78 94336	9	109.42342	9	139 90348	9	170.38354	9	200.86360	9	231.34366	9	261.82372	9	292.30378
10	18.28804	160	48.76810	260	79 24816	360	109 72822	460	140 20828	560	170 68834	660	201.16840	760	231 64846	860	262.12852	960	292.60859
1	18.59284	1	49.07290	1	79 55296	1	110 03302	1	140 51308	1	170.99314	1	201.47320	1	231.95326	1	262.43332	1	292.91339
2	18 89764	2	49.37770	2	79 85776	2	110 33782	2	140 81788	2	171 29794	2	201.77800	2	232 25806	2	262.73813	2	293.21819
3	19.20244	3	49 68250	3	80 16256	3	110.64262	3	141.12268	3	171 60274	3	202 08280	3	232.56287	3	263.04293	3	293.52299
4	19.50724	4	49.98730	4	80.46736	4	110 94742	4	141.42748	4	171.90754	4	202.38760	4	232.86767	4	263.34773	4	293.82779
5	19.81204	5	50.29210	5	80 77216	5	111 25222	5	141.73228	5	172 21234	5	202.69241	5	233.17247	5	263 65253	5	294.13259
6	20.11684	6	50.59690	6	81 07696	6	111 55702	6	142.03708	6	172 51715	6	202.99721	6	233.47727	6	263.95733	6	294.43739
7	20.42164	7	50.90170	7	81 38176	7	111 86182	7	142 34188	7	172 82195	7	203.30201	7	233.78207	7	264 26213	7	294.74219
8	20.72644	8	51.20650	8	81 68656	8	112.16662	8	142 64669	8	173.12675	8	203.60681	8	234 08687	8	264 56693	8	295.04699
9	21.03124	9	51.51130	9	81 99136	9	112.47142	9	142.95149	9	173.43155	9	203.91161	9	234.39167	9	264 87173	9	295.35179
20	21.33604	170	51.81610	270	82 29616	370	112 77623	470	143 25629	570	173.73635	670	204.21641	770	234 69647	870	265.17653	970	295.65659
1	21.64084	1	52.12090	1	82 60097	1	113 08103	1	143 56109	1	174.04115	1	204.52121	1	235 00127	1	265.48133	1	295.96139
2	21.94564	2	52.42570	2	82.90577	2	113 38583	2	143.86589	2	174.34595	2	204.82601	2	235.30607	2	265.78613	2	296.26619
3	22.25044	3	52.73051	3	83 21057	3	113 69063	3	144 17069	3	174.65075	3	205 13081	3	235 61087	3	266.09093	3	296.57099
4	22.55525	4	53.03531	4	83 51537	4	113.99543	4	144.47549	4	174.95555	4	205 43561	4	235 91567	4	266.39573	4	296.87579
5	22.86005	5	53.34011	5	83 82017	5	114 30023	5	144.78029	5	175.26035	5	205.74041	5	236.22047	5	266 70053	5	297.18059
6	23 16485	6	53.64491	6	84 12497	6	114 60503	6	145 08509	6	175 56515	6	206.04521	6	236.52527	6	267.00533	6	297.48539
7	23.46965	7	53 94971	7	84 42977	7	114 90983	7	145 38989	7	175 86995	7	206 35001	7	236.83007	7	267.31013	7	297 79020
8	23.77445	8	54.25451	8	84.73457	8	115.21463	8	145.69469	8	176 17475	8	206 65481	8	237 13487	8	267 61494	8	298.09500
9	24.07925	9	54.55931	9	85 03937	9	115.51943	9	145.99949	9	176 47955	9	206.95961	9	237 43967	9	267.91974	9	298 39980
30	24.38405	180	54.86411	280	85 34417	380	115 82423	480	146 30429	580	176.78435	680	207.26441	780	237.74448	880	268.22454	980	298.70460
1	24.68885	1	55.16891	1	85 64897	1	116.12903	1	146 60909	1	177.08915	1	207 56922	1	238.04928	1	268.52934	1	299.00940
2	24.99365	2	55.47371	2	85.95377	2	116 43383	2	146.91389	2	177 39395	2	207.87402	2	238.35408	2	268 83414	2	299 31420
3	25.29845	3	55.77851	3	86 25857	3	116 73863	3	147.21869	3	177 69876	3	208.17882	3	238.65888	3	269 13894	3	299 61900
4	25.60325	4	56 08331	4	86.56337	4	117 04343	4	147 52350	4	178.00356	4	208 48362	4	238 96368	4	269.44374	4	299.92380
5	25.90805	5	56 38811	5	86 86817	5	117 34823	5	147.82830	5	178 30836	5	208.78842	5	239 26848	5	269 74854	5	300 22860
6	26 21285	6	56 69291	6	87.17297	6	117 65304	6	148 13310	6	178 61316	6	209 09322	6	239 57328	6	270 05334	6	300. 53340
7	26 51765	7	56. 99771	7	87.47777	7	117 95784	7	148 43790	7	178. 91796	7	209 39802	7	239. 87803	7	270 35814	7	300. 83820
8	26. 82245	8	57. 30251	8	87. 78258	8	118. 26264	8	148 74270	8	179. 22276	8	209 70282	8	240. 18288	8	270 66294	8	301. 14300
9	27. 12725	9	57. 60732	9	88. 08738	9	118 56744	9	149 04750	9	179 52756	9	210 00762	9	240 48768	9	270. 96774	9	301. 44780
40	27. 43205	190	57. 91212	290	88. 39218	390	118 87224	490	149 35230	590	179. 83236	690	210 31242	790	240 79248	890	271. 27254	990	301 75260
1	27. 73686	1	58. 21692	1	88 69698	1	119. 17704	1	149. 65710	1	180 13716	1	210. 61722	1	241 09728	1	271. 57734	1	302. 05740
2	28. 04166	2	58. 52172	2	89 00178	2	119. 48184	2	149 96190	2	180 44196	2	210 92202	2	241. 40208	2	271 88214	2	302. 36220
3	28. 34646	3	58. 82652	3	89 30658	3	119. 78664	3	150 26670	3	180 74676	3	211. 22682	3	241 70688	3	272. 18694	3	302 66701
4	28. 65126	4	59. 13132	4	89. 61138	4	120 09144	4	150. 57150	4	181. 05156	4	211 53162	4	242. 01168	4	272. 49174	4	302. 97181
5	28. 95606	5	59. 43612	5	89 91618	5	120 39624	5	150 87630	5	181. 35636	5	211 83642	5	242. 31648	5	272. 79655	5	303 27661
6	29. 26086	6	59 74092	6	90 22098	6	120 70104	6	151. 18110	6	181 66116	6	212. 14122	6	242. 62129	6	273 10135	6	303 58141
7	29 56566	7	60 04572	7	90 52578	7	121. 00584	7	151. 48590	7	181 96596	7	212. 44602	7	242. 92609	7	273. 40615	7	303 88621
8	29. 87046	8	60. 35052	8	90. 83058	8	121. 31064	8	151. 79070	8	182. 27076	8	212. 75083	8	243. 23089	8	273. 71095	8	304. 19101
9	30. 17526	9	60 65532	9	91. 13538	9	121. 61544	9	152. 09550	9	182. 57557	9	213. 05563	9	243. 53569	9	274. 01575	9	304. 49581

1 inch = 0.02540 meter	4 inches = 0.10160 meter	7 inches = 0.17780 meter	10 inches = 0.25400 meter
2 inches = .05080 meter	5 inches = .12700 meter	8 inches = .20320 meter	11 inches = .27940 meter
3 inches = .07620 meter	6 inches = .15240 meter	9 inches = .22860 meter	12 inches = .30480 meter

LENGTH—METERS TO FEET

[Reduction factor: 1 meter = 3 28083333 feet]

Meters	Feet	Meters	Feet	Meters	Feet	Meters	Feet	Meters	Feet	Meters	Feet	Meters	Feet	Meters	Feet	Meters	Feet
0		100	328 08333	200	656.16667	300	984.25000	400	1,312.33333	500	1,640.41667	600	1,968.50000	700	2,296.58333	800	2,624.66667	900	2,952.75000
1	3.28083	1	331.36417	1	659.44750	1	987.53083	1	1,315.61417	1	1,643 69750	1	1,971.78083	1	2,299.86417	1	2,627.94750	1	2,956.03083
2	6.56167	2	334 64500	2	662.72833	2	990.81167	2	1,318.89500	2	1,646 97833	2	1,975 06167	2	2,303 14500	2	2,631.22833	2	2,959.31167
3	9.84250	3	337.92583	3	666 00917	3	994 09250	3	1,322.17583	3	1,650 25917	3	1,978 34250	3	2,306 42583	3	2,634 50917	3	2,962 59250
4	13.12333	4	341. 20667	4	669.29000	4	997.37333	4	1,325.45667	4	1,653 54000	4	1,981 62333	4	2,309 70667	4	2,637.79000	4	2,965 87333
5	16.40417	5	344 48750	5	672 57083	5	1,000.65417	5	1,328.73750	5	1,656 82083	5	1,984 90417	5	2,312 98750	5	2,641 07083	5	2,969 15417
6	19.68500	6	347 76833	6	675 85167	6	1,003 93500	6	1,332 01833	6	1,660 10167	6	1,988 18500	6	2,316 26833	6	2,644. 35167	6	2,972 43500
7	22.96583	7	351.04917	7	679 13250	7	1,007 21583	7	1,335 29917	7	1,663 38250	7	1,991 46583	7	2,319 54917	7	2,647 63250	7	2,975 71583
8	26.24667	8	354 33000	8	682 41333	8	1,010 49667	8	1,338 58000	8	1,666 66333	8	1,994 74667	8	2,322 83000	8	2,650 91333	8	2,978.99667
9	29.52750	9	357.61083	9	685 69417	9	1,013 77750	9	1,341.86083	9	1,669 94417	9	1,998 02750	9	2,326 11083	9	2,654 19417	9	2,982. 27750
10	32.80833	110	360.89167	210	688 97500	310	1,017 05833	410	1,345 14167	510	1,673 22500	610	2.001 30833	710	2,329 39167	810	2,657 47500	910	2,985 55833
1	36.08917	1	364 17250	1	692 25583	1	1,020 33917	1	1,348.42250	1	1,676 50583	1	2,004 58917	1	2,332 67250	1	2,660 75583	1	2,988 83917
2	39.37000	2	367 45333	2	695 53667	2	1,023 62000	2	1,351 70333	2	1,679.78667	2	2,007 87000	2	2,335 95333	2	2,664 03667	2	2,992 12000
3	42 65083	3	370 73417	3	698 81750	3	1,026 90083	3	1,354 98417	3	1,683 06750	3	2,011 15083	3	2,339 23417	3	2,667 31750	3	2,995 40083
4	45 93167	4	374 01500	4	702 09833	4	1,030 18167	4	1,358 26500	4	1,686 34833	4	2,014 43167	4	2,342 51500	4	2,670 59833	4	2,998 68167
5	49 21250	5	377 29583	5	705 37917	5	1,033 46250	5	1,361.54583	5	1,689 62917	5	2,017 71250	5	2,345 79583	5	2,673 87917	5	3,001 96250
6	52.49333	6	380 57667	6	708 66000	6	1,036 74333	6	1,364 82667	6	1,692 91000	6	2,020 99333	6	2,349 07667	6	2,677. 16000	6	3,005 24333
7	55.77417	7	383 85750	7	711 94083	7	1,040 02417	7	1,368 10750	7	1,696 19083	7	2,024 27417	7	2,352 35750	7	2,680 44083	7	3,008. 52417
8	59.05500	8	387. 13833	8	715 22167	8	1,043 30500	8	1,371 38833	8	1,699 47167	8	2,027 55500	8	2,355 63833	8	2,683 72167	8	3,011 80500
9	62.33583	9	390 41917	9	718 50250	9	1,046 58583	9	1,374 66917	9	1,702.75250	9	2,030 83583	9	2,358 91917	9	2,687 00250	9	3,015 08583
20	65.61667	120	393 70000	220	721 78333	320	1,049 86667	420	1,377 95000	520	1,706 03333	620	2,034 11667	720	2,362 20000	820	2,690 28333	920	3,018 36667
1	68.89750	1	396.98083	1	725 06417	1	1,053 14750	1	1,381.23083	1	1,709 31417	1	2,037 39750	1	2,365 48083	1	2,693 56417	1	3,021 64750
2	72.17833	2	400 26167	2	728 34500	2	1,056 42833	2	1,384 51167	2	1,712 59500	2	2,040 67833	2	2,368 76167	2	2,696 84500	2	3,024 92833
3	75.45917	3	403 54250	3	731 62583	3	1,059 70917	3	1,387 79250	3	1,715 87583	3	2,043 95917	3	2,372 04250	3	2,700 12583	3	3,028 20917
4	78.74000	4	406 82333	4	734 90667	4	1,062 99000	4	1,391 07333	4	1,719 15667	4	2.047 24000	4	2,375 32333	4	2,703 40667	4	3,031.49000
5	82.02083	5	410 10417	5	738 18750	5	1,066 27083	5	1,394 35417	5	1,722.43750	5	2,050 52083	5	2,378 60417	5	2,706 68750	5	3,034 77083
6	85.30167	6	413 38500	6	741 46833	6	1,069 55167	6	1,397 63500	6	1,725 71833	6	2,053 80167	6	2,381 88500	6	2,709 96833	6	3,038 05167
7	88.58250	7	416 66583	7	744 74917	7	1,072 83250	7	1,400 91583	7	1,728 99917	7	2.057 08250	7	2,385 16583	7	2,713 24917	7	3,041 33250
8	91.86333	8	419 94667	8	748 03000	8	1,076 11333	8	1,404 19667	8	1,732 28000	8	2,060 36333	8	2,388.44667	8	2,716 53000	8	3,044 61333
9	95.14417	9	423 22750	9	751.31083	9	1,079 39417	9	1,407 47750	9	1,735 56083	9	2,063 64417	9	2,391.72750	9	2,719. 81083	9	3,047 89417
30	98.42500	130	426 50833	230	754 59167	330	1,082 67500	430	1,410,75833	530	1,738 84167	630	2,066 92500	730	2,395 00833	830	2,723 09167	930	3,051 17500
1	101.70583	1	429.78917	1	757 87250	1	1,085 95583	1	1,414 03917	1	1,742 12250	1	2,070 20583	1	2,398 28917	1	2,726 37250	1	3,054.45583
2	104.98667	2	433.07000	2	761 15333	2	1,089 23667	2	1,417 32000	2	1,745 40333	2	2,073 48667	2	2,401 57000	2	2,729 65333	2	3,057 73667
3	108 26750	3	436 35083	3	764 43417	3	1,092 51750	3	1,420 60083	3	1,748 68417	3	2,076 76750	3	2,404 85083	3	2,732 93417	3	3,061 01750
4	111.54833	4	439 63167	4	767 71500	4	1,095 79833	4	1,423 88167	4	1,751 96500	4	2,080 04833	4	2,408 13167	4	2,736.21500	4	3,064.29833
5	114.82917	5	442.91250	5	770 99583	5	1,099 07917	5	1,427.16250	5	1,755 24583	5	2,083 32917	5	2,411 41250	5	2,739 49583	5	3,067.57917
6	118.11000	6	446.19333	6	774 27667	6	1,102 36000	6	1,430 44333	6	1,758 52667	6	2,086 61000	6	2,414 69333	6	2,742 77667	6	3,070 86000
7	121.39083	7	449.47417	7	777 55750	7	1,105 64083	7	1,433 72417	7	1,761 80750	7	2,089 89083	7	2,417.97417	7	2,746 05750	7	3,074.14083
8	124.67167	8	452.75500	8	780 83833	8	1,108.92167	8	1,437 00500	8	1,765 08833	8	2,093 17167	8	2,421 25500	8	2,749 33833	8	3,077 42167
9	127.95250	9	456.03583	9	784.11917	9	1,112.20250	9	1,440 28583	9	1,768 36917	9	2,096 45250	9	2,424.53583	9	2,752 61917	9	3,080 70250
40	131.23333	140	459 31667	240	787.40000	340	1,115 48333	440	1,443 56667	540	1,771 65000	640	2,099 73333	740	2,427 81667	840	2,755 90000	940	3,083 98333
1	134.51417	1	462.59750	1	790.68083	1	1,118 76417	1	1,446 84750	1	1,774 93083	1	2,103 01417	1	2,431 09750	1	2,759 18083	1	3,087.26417
2	137.79500	2	465.87833	2	793 96167	2	1,122 04500	2	1,450 12833	2	1,778 21167	2	2,106 29500	2	2,434 37833	2	2,762 46167	2	3,090.54500
3	141.07583	3	469.15917	3	797.24250	3	1,125 32583	3	1,453.40917	3	1,781 49250	3	2,109 57583	3	2,437 65917	3	2,765 74250	3	3,093 82583
4	144.35667	4	472.44000	4	800 52333	4	1,128 60667	4	1,456 69000	4	1,784 77333	4	2,112 85667	4	2,440 94000	4	2,769.02333	4	3,097 10667
5	147.63750	5	475.72083	5	803 80417	5	1,131 88750	5	1,459 97083	5	1,788 05417	5	2,116 13750	5	2,444 22083	5	2,772 30417	5	3,100 38750
6	150.91833	6	479.00167	6	807 08500	6	1,135 16833	6	1,463 25167	6	1,791 33500	6	2,119 41833	6	2,447 50167	6	2,775.58500	6	3,103 66833
7	154.19917	7	482.28250	7	810 36583	7	1,138 44917	7	1,466 53250	7	1,794 61583	7	2,122 69917	7	2,450 78250	7	2,778 86583	7	3,106 94917
8	157.48000	8	485 56333	8	813 64667	8	1,141.73000	8	1,469 81333	8	1,797 89667	8	2,125 98000	8	2,454 06333	8	2,782 14667	8	3,110 23000
9	160.76083	9	488 84417	9	816.92750	9	1,145.01083	9	1,473 09417	9	1,801.17750	9	2,129 26083	9	2,457.34417	9	2,785.42750	9	3,113 51083

0	164.04167	150	492.12500	250	820.20833	350	1,148.29167	450	1,476.37500	550	1,804.45833	650	2,132.54167	750	2,460.62500	850	2,788.70833	950	3,116.79167
1	167.32250	1	495.40583	1	823.48917	1	1,151.57250	1	1,479.65583	1	1,807.73917	1	2,135.82250	1	2,463.90583	1	2,791.98917	1	3,120.07250
2	170.60333	2	498.68667	2	826.77000	2	1,154.85333	2	1,482.93667	2	1,811.02000	2	2,139.10333	2	2,467.18667	2	2,795.27000	2	3,123.35333
3	173.88417	3	501.96750	3	830.05083	3	1,158.13417	3	1,486.21750	3	1,814.30083	3	2,142.38417	3	2,470.46750	3	2,798.55083	3	3,126.63417
4	177.16500	4	505.24833	4	833.33167	4	1,161.41500	4	1,489.49833	4	1,817.58167	4	2,145.66500	4	2,473.74833	4	2,801.83167	4	3,129.91500
5	180.44583	5	508.52917	5	836.61250	5	1,164.69583	5	1,492.77917	5	1,820.86250	5	2,148.94583	5	2,477.02917	5	2,805.11250	5	3,133.19583
6	183.72667	6	511.81000	6	839.89333	6	1,167.97667	6	1,496.06000	6	1,824.14333	6	2,152.22667	6	2,480.31000	6	2,808.39333	6	3,136.47667
7	187.00750	7	515.09083	7	843.17417	7	1,171.25750	7	1,499.34083	7	1,827.42417	7	2,155.50750	7	2,483.59083	7	2,811.67417	7	3,139.75750
8	190.28833	8	518.37167	8	846.45500	8	1,174.53833	8	1,502.62167	8	1,830.70500	8	2,158.78833	8	2,486.87167	8	2,814.95500	8	3,143.03833
9	193.56917	9	521.65250	9	849.73583	9	1,177.81917	9	1,505.90250	9	1,833.98583	9	2,162.06917	9	2,490.15250	9	2,818.23583	9	3,146.31917
60	196.85000	4160	524.93333	260	853.01667	360	1,181.10000	460	1,509.18333	560	1,837.26667	660	2,165.35000	760	2,493.43333	860	2,821.51667	960	3,149.60000
1	200.13083	1	528.21417	1	856.29750	1	1,184.38083	1	1,512.46417	1	1,840.54750	1	2,168.63083	1	2,496.71417	1	2,824.79750	1	3,152.88083
2	203.41167	2	531.49500	2	859.57833	2	1,187.66167	2	1,515.74500	2	1,843.82833	2	2,171.91167	2	2,499.99500	2	2,828.07833	2	3,156.16167
3	206.69250	3	534.77583	3	862.85917	3	1,190.94250	3	1,519.02583	3	1,847.10917	3	2,175.19250	3	2,503.27583	3	2,831.35917	3	3,159.44250
4	209.97333	4	538.05667	4	866.14000	4	1,194.22333	4	1,522.30667	4	1,850.39000	4	2,178.47333	4	2,506.55667	4	2,834.64000	4	3,162.72333
5	213.25417	5	541.33750	5	869.42083	5	1,197.50417	5	1,525.58750	5	1,853.67083	5	2,181.75417	5	2,509.83750	5	2,837.92083	5	3,166.00417
6	216.53500	6	544.61833	6	872.70167	6	1,200.78500	6	1,528.86833	6	1,856.95167	6	2,185.03500	6	2,513.11833	6	2,841.20167	6	3,169.28500
7	219.81583	7	547.89917	7	875.98250	7	1,204.06583	7	1,532.14917	7	1,860.23250	7	2,188.31583	7	2,516.39917	7	2,844.48250	7	3,172.56583
8	223.09667	8	551.18000	8	879.26333	8	1,207.34667	8	1,535.43000	8	1,863.51333	8	2,191.59667	8	2,519.68000	8	2,847.76333	8	3,175.84667
9	226.37750	9	554.46083	9	882.54417	9	1,210.62750	9	1,538.71083	9	1,866.79417	9	2,194.87750	9	2,522.96083	9	2,851.04417	9	3,179.12750
70	229.65833	170	557.74167	270	885.82500	370	1,213.90833	470	1,541.99167	570	1,870.07500	670	2,198.15833	770	2,526.24167	870	2,854.32500	970	3,182.40833
1	232.93917	1	561.02250	1	889.10583	1	1,217.18917	1	1,545.27250	1	1,873.35583	1	2,201.43917	1	2,529.52250	1	2,857.60583	1	3,185.68917
2	236.22000	2	564.30333	2	892.38667	2	1,220.47000	2	1,548.55333	2	1,876.63667	2	2,204.72000	2	2,532.80333	2	2,860.88667	2	3,188.97000
3	239.50083	3	567.58417	3	895.66750	3	1,223.75083	3	1,551.83417	3	1,879.91750	3	2,208.00083	3	2,536.08417	3	2,864.16750	3	3,192.25083
4	242.78167	4	570.86500	4	898.94833	4	1,227.03167	4	1,555.11500	4	1,883.19833	4	2,211.28167	4	2,539.36500	4	2,867.44833	4	3,195.53167
5	246.06250	5	574.14583	5	902.22917	5	1,230.31250	5	1,558.39583	5	1,886.47917	5	2,214.56250	5	2,542.64583	5	2,870.72917	5	3,198.81250
6	249.34333	6	577.42667	6	905.51000	6	1,233.59333	6	1,561.67667	6	1,889.76000	6	2,217.84333	6	2,545.92667	6	2,874.01000	6	3,202.09333
7	252.62417	7	580.70750	7	908.79083	7	1,236.87417	7	1,564.95750	7	1,893.04083	7	2,221.12417	7	2,549.20750	7	2,877.29083	7	3,205.37417
8	255.90500	8	583.98833	8	912.07167	8	1,240.15500	8	1,568.23833	8	1,896.32167	8	2,224.40500	8	2,552.48833	8	2,880.57167	8	3,208.65500
9	259.18583	9	587.26917	9	915.35250	9	1,243.43583	9	1,571.51917	9	1,899.60250	9	2,227.68583	9	2,555.76917	9	2,883.85250	9	3,211.93583
80	262.46667	180	590.55000	280	918.63333	380	1,246.71667	480	1,574.80000	580	1,902.88333	680	2,230.96667	780	2,559.05000	880	2,887.13333	980	3,215.21667
1	265.74750	1	593.83083	1	921.91417	1	1,249.99750	1	1,578.08083	1	1,906.16417	1	2,234.24750	1	2,562.33083	1	2,890.41417	1	3,218.49750
2	269.02833	2	597.11167	2	925.19500	2	1,253.27833	2	1,581.36167	2	1,909.44500	2	2,237.52833	2	2,565.61167	2	2,893.69500	2	3,221.77833
3	272.30917	3	600.39250	3	928.47583	3	1,256.55917	3	1,584.64250	3	1,912.72583	3	2,240.80917	3	2,568.89250	3	2,896.97583	3	3,225.05917
4	275.59000	4	603.67333	4	931.75667	4	1,259.84000	4	1,587.92333	4	1,916.00667	4	2,244.09000	4	2,572.17333	4	2,900.25667	4	3,228.34000
5	278.87083	5	606.95417	5	935.03750	5	1,263.12083	5	1,591.20417	5	1,919.28750	5	2,247.37083	5	2,575.45417	5	2,903.53750	5	3,231.62083
6	282.15167	6	610.23500	6	938.31833	6	1,266.40167	6	1,594.48500	6	1,922.56833	6	2,250.65167	6	2,578.73500	6	2,906.81833	6	3,234.90167
7	285.43250	7	613.51583	7	941.59917	7	1,269.68250	7	1,597.76583	7	1,925.84917	7	2,253.93250	7	2,582.01583	7	2,910.09917	7	3,238.18250
8	288.71333	8	616.79667	8	944.88000	8	1,272.96333	8	1,601.04667	8	1,929.13000	8	2,257.21333	8	2,585.29667	8	2,913.38000	8	3,241.46333
9	291.99417	9	620.07750	9	948.16083	9	1,276.24417	9	1,604.32750	9	1,932.41083	9	2,260.49417	9	2,588.57750	9	2,916.66083	9	3,244.74417
90	295.27500	190	623.35833	290	951.44167	390	1,279.52500	490	1,607.60833	590	1,935.69167	690	2,263.77500	790	2,591.85833	890	2,919.94167	990	3,248.02500
1	298.55583	1	626.63917	1	954.72250	1	1,282.80583	1	1,610.88917	1	1,938.97250	1	2,267.05583	1	2,595.13917	1	2,923.22250	1	3,251.30583
2	301.83667	2	629.92000	2	958.00333	2	1,286.08667	2	1,614.17000	2	1,942.25333	2	2,270.33667	2	2,598.42000	2	2,926.50333	2	3,254.58667
3	305.11750	3	633.20083	3	961.28417	3	1,289.36750	3	1,617.45083	3	1,945.53417	3	2,273.61750	3	2,601.70083	3	2,929.78417	3	3,257.86750
4	308.39833	4	636.48167	4	964.56500	4	1,292.64833	4	1,620.73167	4	1,948.81500	4	2,276.89833	4	2,604.98167	4	2,933.06500	4	3,261.14833
5	311.67917	5	639.76250	5	967.84583	5	1,295.92917	5	1,624.01250	5	1,952.09583	5	2,280.17917	5	2,608.26250	5	2,936.34583	5	3,264.42917
6	314.96000	6	643.04333	6	971.12667	6	1,299.21000	6	1,627.29333	6	1,955.37667	6	2,283.46000	6	2,611.54333	6	2,939.62667	6	3,267.71000
7	318.24083	7	646.32417	7	974.40750	7	1,302.49083	7	1,630.57417	7	1,958.65750	7	2,286.74083	7	2,614.82417	7	2,942.90750	7	3,270.99083
8	321.52167	8	649.60500	8	977.68833	8	1,305.77167	8	1,633.85500	8	1,961.93833	8	2,290.02167	8	2,618.10500	8	2,946.18833	8	3,274.27167
9	324.80250	9	652.88583	9	980.96917	9	1,309.05250	9	1,637.13583	9	1,965.21917	9	2,293.30250	9	2,621.38583	9	2,949.46917	9	3,277.55250

VOLUME—CUBIC YARDS TO CUBIC METERS

[Reduction factor: 1 cubic yard = 0.7645594453 cubic meter]

Cubic yards	Cubic meters	Cubic yards	Cubic meters	Cubic yards	Cubic meters	Cubic yards	Cubic meters	Cubic yards	Cubic meters	Cubic yards	Cubic meters	Cubic yards	Cubic meters	Cubic yards	Cubic meters	Cubic yards	Cubic meters
0		100	76.45594	200	152.91189	300	229.36783	400	305.82378	500	382.27972	600	458.73567	700	535.19161	800	611.64756	900	688.10350
1	0.76456	1	77.22050	1	153.67645	1	230.13239	1	306.58834	1	383.04428	1	459.50023	1	535.95617	1	612.41212	1	688.86806
2	1.52912	2	77.98506	2	154.44101	2	230.89695	2	307.35290	2	383.80884	2	460.26479	2	536.72073	2	613.17668	2	689.63262
3	2.29368	3	78.74962	3	155.20557	3	231.66151	3	308.11746	3	384.57340	3	461.02935	3	537.48529	3	613 94123	3	690.39718
4	3.05824	4	79.51418	4	155.97013	4	232.42607	4	308.88202	4	385.33796	4	461.79390	4	538.24985	4	614.70579	4	691.16174
5	3.82280	5	80.27874	5	156.73469	5	233.19063	5	309.64658	5	386.10252	5	462.55846	5	539.01441	5	615.47035	5	691.92630
6	4.58736	6	81.04330	6	157.49925	6	233.95519	6	310.41113	6	386.86708	6	463.32302	6	539.77897	6	616.23491	6	692.69086
7	5.35192	7	81.80786	7	158.26381	7	234.71975	7	311.17569	7	387.63164	7	464.08758	7	540.54353	7	616.99947	7	693.45542
8	6.11648	8	82.57242	8	159.02836	8	235.48431	8	311.94025	8	388.39620	8	464.85214	8	541.30809	8	617.76403	8	694.21998
9	6.88104	9	83.33698	9	159.79292	9	236.24887	9	312.70481	9	389.16076	9	465.61670	9	542.07265	9	618.52859	9	694.98454
10	7.64559	110	84.10154	210	160.55748	310	237.01343	410	313.46937	510	389.92532	610	466.38126	710	542.83721	810	619.29315	910	695.74910
1	8.41015	1	84.86610	1	161.32204	1	237.77799	1	314.23393	1	390.68988	1	467.14582	1	543.60177	1	620.05771	1	696.51365
2	9.17471	2	85.63066	2	162.08660	2	238.54255	2	314.99849	2	391.45444	2	467.91038	2	544.36633	2	620.82227	2	697.27821
3	9.93927	3	86.39522	3	162.85116	3	239.30711	3	315.76305	3	392.21900	3	468.67494	3	545.13088	3	621.58683	3	698.04277
4	10.70383	4	87.15978	4	163.61572	4	240.07167	4	316.52761	4	392.98355	4	469.43950	4	545.89544	4	622.35139	4	698.80733
5	11.46839	5	87.92434	5	164.38028	5	240.83623	5	317.29217	5	393.74811	5	470.20406	5	546.66000	5	623.11595	5	699.57189
6	12.23295	6	88.68890	6	165.14484	6	241.60078	6	318.05673	6	394.51267	6	470.96862	6	547.42456	6	623.88051	6	700.33645
7	12.99751	7	89.45346	7	165.90940	7	242.36534	7	318.82129	7	395.27723	7	471.73318	7	548.18912	7	624.64507	7	701.10101
8	13.76207	8	90.21801	8	166.67396	8	243.12990	8	319.58585	8	396.04179	8	472.49774	8	548.95368	8	625 40963	8	701.86557
9	14.52663	9	90.98257	9	167.43852	9	243.89446	9	320.35041	9	396.80635	9	473.26230	9	549.71824	9	626.17419	9	702.63013
20	15.29119	120	91.74713	220	168.20308	320	244.65902	420	321.11497	520	397.57091	620	474.02686	720	550.48280	820	626.93875	920	703.39469
1	16.05575	1	92.51169	1	168.96764	1	245.42358	1	321.87953	1	398.33547	1	474.79142	1	551.24736	1	627.70330	1	704.15925
2	16.82031	2	93.27625	2	169.73220	2	246.18814	2	322.64409	2	399.10003	2	475.55597	2	552.01192	2	628.46786	2	704.92381
3	17.58487	3	94.04081	3	170.49676	3	246.95270	3	323.40865	3	399.86459	3	476.32053	3	552.77648	3	629.23242	3	705.68837
4	18.34943	4	94.80537	4	171.26132	4	247.71726	4	324.17320	4	400.62915	4	477.08509	4	553.54104	4	629.99698	4	706.45293
5	19.11399	5	95.56993	5	172.02588	5	248.48182	5	324.93776	5	401.39371	5	477.84965	5	554.30560	5	630.76154	5	707.21749
6	19.87855	6	96.33449	6	172.79043	6	249.24638	6	325.70232	6	402.15827	6	478.61421	6	555.07016	6	631.52610	6	707.98205
7	20.64311	7	97.09905	7	173.55499	7	250.01094	7	326.46688	7	402.92283	7	479.37877	7	555.83472	7	632.29066	7	708.74661
8	21.40766	8	97.86361	8	174.31955	8	250.77550	8	327.23144	8	403.68739	8	480 14333	8	556.59928	8	633.05522	8	709.51117
9	22.17222	9	98.62817	9	175.08411	9	251.54006	9	327.99600	9	404.45195	9	480 90789	9	557.36384	9	633.81978	9	710.27572
30	22.93678	130	99.39273	230	175.84867	330	252.30462	430	328.76056	530	405.21651	630	481.67245	730	558.12840	830	634 58434	930	711.04028
1	23.70134	1	100.15729	1	176.61323	1	253.06918	1	329.52512	1	405.98107	1	482.43701	1	558.89295	1	635.34890	1	711.80484
2	24.46590	2	100.92185	2	177.37779	2	253.83374	2	330.28968	2	406.74562	2	483.20157	2	559.65751	2	636.11346	2	712.56940
3	25.23046	3	101.68641	3	178.14235	3	254.59830	3	331.05424	3	407.51018	3	483.96613	3	560.42207	3	636.87802	3	713.33396
4	25.99502	4	102.45097	4	178.90691	4	255.36285	4	331.81880	4	408.27474	4	484.73069	4	561.18663	4	637.64258	4	714.09852
5	26.75958	5	103.21553	5	179.67147	5	256.12741	5	332.58336	5	409.03930	5	485.49525	5	561.95119	5	638.40714	5	714.86308
6	27.52414	6	103.98008	6	180.43603	6	256.89197	6	333.34792	6	409.80386	6	486.25981	6	562.71575	6	639.17170	6	715.62764
7	28.28870	7	104.74464	7	181.20059	7	257.65653	7	334.11248	7	410.56842	7	487.02437	7	563.48031	7	639.93626	7	716.39220
8	29.05326	8	105.50920	8	181.96515	8	258.42109	8	334.87704	8	411.33298	8	487.78893	8	564 24487	8	640.70082	8	717.15676
9	29.81782	9	106.27376	9	182.72971	9	259.18565	9	335.64160	9	412.09754	9	488.55349	9	565.00943	9	641.46537	9	717.92132
40	30.58238	140	107.03832	240	183.49427	340	259.95021	440	336.40616	540	412.86210	640	489.31804	740	565.77399	840	642.22993	940	718.68588
1	31.34694	1	107.80288	1	184.25883	1	260.71477	1	337.17072	1	413.62666	1	490.08260	1	566.53855	1	642.99449	1	719.45044
2	32.11150	2	108.56744	2	185.02339	2	261.47933	2	337.93527	2	414.39122	2	490.84716	2	567.30311	2	643.75905	2	720.21500
3	32.87606	3	109.33200	3	185.78795	3	262.24389	3	338.69983	3	415.15578	3	491.61172	3	568.06767	3	644.52361	3	720.97956
4	33.64062	4	110.09656	4	186.55250	4	263.00845	4	339.46439	4	415.92034	4	492.37628	4	568.83223	4	645.28817	4	721.74412
5	34.40518	5	110.86112	5	187.31706	5	263.77301	5	340.22895	5	416.68490	5	493.14084	5	569.59679	5	646.05273	5	722.50868
6	35.16973	6	111.62568	6	188.08162	6	264.53757	6	340.99351	6	417.44946	6	493.90540	6	570.36135	6	646.81729	6	723.27324
7	35.93429	7	112.39024	7	188.84618	7	265.30213	7	341.75807	7	418.21402	7	494.66996	7	571.12591	7	647.58185	7	724.03779
8	36.69885	8	113.15480	8	189.61074	8	266.06669	8	342.52263	8	418.97858	8	495.43452	8	571.89047	8	648.34641	8	724.80235
9	37.46341	9	113.91936	9	190.37530	9	266.83125	9	343.28719	9	419.74314	9	496.19908	9	572.65502	9	649.11097	9	725.56691

50	**38.22797**	**150**	**114.68392**	**250**	**191.13986**	**350**	**267.59581**	**450**	**344.05175**	**550**	**420 50769**	**650**	**496.96364**	**750**	**573.41958**	**850**	**649.87553**	**950**	**726.33147**
1	38.99253	1	115.44848	1	191.90442	1	268 36037	1	344.81631	1	421.27225	1	497.72820	1	574.18414	1	650.64009	1	727 09603
2	39.75709	2	116.21304	2	192.66898	2	269.12492	2	345.58087	2	422.03681	2	498.49276	2	574.94870	2	651 40465	2	727 86059
3	40.52165	3	116.97760	3	193.43354	3	269.88948	3	346.34543	3	422.80137	3	499.25732	3	575 71326	3	652 16921	3	728 62515
4	41.28621	4	117.74215	4	194.19810	4	270.65404	4	347.10999	4	423.56593	4	500 02188	4	576.47782	4	652 93377	4	729.38971
5	42.05077	5	118.50671	5	194.96266	5	271.41860	5	347.87455	5	424.33049	5	500.78644	5	577.24238	5	653.69833	5	730.15427
6	42.81533	6	119.27127	6	195.72722	6	272.18316	6	348.63911	6	425.09505	6	501.55100	6	578.00694	6	654 46289	6	730.91883
7	43.57989	7	120.03583	7	196.49178	7	272.94772	7	349.40367	7	425.85961	7	502.31556	7	578.77150	7	655 22744	7	731.68339
8	44.34445	8	120.80039	8	197.25634	8	273.71228	8	350.16823	8	426.62417	8	503 08012	8	579.53606	8	655.99200	8	732.44795
9	45.10901	9	121.56495	9	198.02090	9	274.47684	9	350.93279	9	427.38873	9	503.84467	9	580.30062	9	656.75656	9	733.21251
60	**45.87357**	**160**	**122.32951**	**260**	**198.78546**	**360**	**275.24140**	**460**	**351.69734**	**560**	**428.15329**	**660**	**504.60923**	**760**	**581.06518**	**860**	**657.52112**	**960**	**733.97707**
1	46.63813	1	123.09407	1	199.55002	1	276.00596	1	352.46190	1	428.91785	1	505.37379	1	581 82974	1	658.28568	1	734 74163
2	47.40269	2	123.85863	2	200.31457	2	276.77052	2	353.22646	2	429.68241	2	506.13835	2	582 59430	2	659.05024	2	735 50619
3	48.16725	3	124.62319	3	201.07913	3	277.53508	3	353.99102	3	430.44697	3	506.90291	3	583 35886	3	659 81480	3	736.27075
4	48.93180	4	125.38775	4	201.84369	4	278.29964	4	354.75558	4	431.21153	4	507 66747	4	584.12342	4	660.57936	4	737.03531
5	49.69636	5	126 15231	5	202.60825	5	279.06420	5	355.52014	5	431.97609	5	508.43203	5	584 88798	5	661 34392	5	737.79986
6	50.46092	6	126.91687	6	203.37281	6	279.82876	6	356.28470	6	432.74065	6	509.19659	6	585 65254	6	662.10848	6	738.56442
7	51.22548	7	127.68143	7	204.13737	7	280.59332	7	357.04926	7	433.50521	7	509.96115	7	586 41709	7	662.87304	7	739.32898
8	51.99004	8	128.44599	8	204.90193	8	281.35788	8	357.81382	8	434.26976	8	510.72571	8	587 18165	8	663.63760	8	740.09354
9	52.75460	9	129.21055	9	205.66649	9	282.12244	9	358.57838	9	435.03432	9	511.49027	9	587.94621	9	664.40216	9	740.85810
70	**53.51916**	**170**	**129.97511**	**270**	**206.43105**	**370**	**282.88699**	**470**	**359.34294**	**570**	**435.79888**	**670**	**512.25483**	**770**	**588 71077**	**870**	**665 16672**	**970**	**741.62266**
1	54.28372	1	130.73967	1	207.19561	1	283.65155	1	360.10750	1	436.56344	1	513 01939	1	589.47533	1	665.93128	1	742.38722
2	55.04828	2	131.50422	2	207.96017	2	284 41611	2	360.87206	2	437.32800	2	513 78395	2	590 23989	2	666.69584	2	743.15178
3	55.81284	3	132.26878	3	208.72473	3	285 18067	3	361.63662	3	438.09256	3	514 54851	3	591.00445	3	667.46040	3	743 91634
4	56.57740	4	133.03334	4	209.48929	4	285.94523	4	362 40118	4	438.85712	4	515.31307	4	591.76901	4	668.22496	4	744.68090
5	57.34196	5	133.79790	5	210.25385	5	286.70979	5	363.16574	5	439.62168	5	516 07763	5	592 53357	5	668 98951	5	745.44546
6	58.10652	6	134.56246	6	211.01841	6	287 47435	6	363.93030	6	440.38624	6	516.84219	6	593 29813	6	669.75407	6	746 21002
7	58.87108	7	135.32702	7	211.78297	7	288 23891	7	364.69486	7	441.15080	7	517.60674	7	594 06269	7	670 51863	7	746 97458
8	59.63564	8	136.09158	8	212.54753	8	289.00347	8	365.45941	8	441.91536	8	518.37130	8	594 82725	8	671 28319	8	747.73914
9	60.40020	9	136.85614	9	213 31209	9	289.76803	9	366.22397	9	442.67992	9	519.13586	9	595 59181	9	672 04775	9	748.50370
80	**61.16476**	**180**	**137.62070**	**280**	**214.07664**	**380**	**290.53259**	**480**	**366.98853**	**580**	**443.44448**	**680**	**519.90042**	**780**	**596.35637**	**880**	**672.81231**	**980**	**749.26826**
1	61.92932	1	138.38526	1	214.84120	1	291.29715	1	367 75309	1	444.20904	1	520 66498	1	597.12093	1	673.57687	1	750.03282
2	62.69387	2	139.14982	2	215.60576	2	292.06171	2	368 51765	2	444 97360	2	521.42954	2	597 88549	2	674 34143	2	750 79738
3	63.45843	3	139 91438	3	216 37032	3	292 82627	3	369 28221	3	445.73816	3	522 19410	3	598 65005	3	675 10599	3	751 56193
4	64.22299	4	140.67894	4	217.13488	4	293 59083	4	370 04677	4	446.50272	4	522.95866	4	599.41461	4	675 87055	4	752 32649
5	64.98755	5	141.44350	5	217.89944	5	594 35539	5	370.81133	5	447.26728	5	523.72322	5	600 17916	5	676.63511	5	753 09105
6	65.75211	6	142.20806	6	218 66400	6	295.11995	6	371 57589	6	448 03183	6	524.48778	6	600 94372	6	677.39967	6	753.85561
7	66.51667	7	142.97262	7	219.42856	7	295.88451	7	372 34045	7	448.79639	7	525.25234	7	601.70828	7	678 16423	7	754 62017
8	67.28123	8	143.73718	8	220.19312	8	296 64906	8	373 10501	8	449 56095	8	526.01690	8	602 47284	8	678.92879	8	755.38473
9	68.04579	9	144.50174	9	220.95768	9	297.41362	9	373.86957	9	450 32551	9	526.78146	9	603.23740	9	679.69335	9	756.14929
90	**68.81035**	**190**	**145.26629**	**290**	**221.72224**	**390**	**298 17818**	**490**	**374 63413**	**590**	**451.09007**	**690**	**527 54602**	**790**	**604.00196**	**890**	**680 45791**	**990**	**756.91385**
1	69.57491	1	146.03085	1	222.48680	1	298.94274	1	375.39869	1	451.85463	1	528.31058	1	604.76652	1	681.22247	1	757.67841
2	70.33947	2	146.79541	2	223.25136	2	299.70730	2	376.16325	2	452.61919	2	529.07514	2	605.53108	2	681.98703	2	758 44297
3	71.10403	3	147.55997	3	224.01592	3	300.47186	3	376.92781	3	453.38375	3	529.83970	3	606 29564	3	682.75158	3	759.20753
4	71.86859	4	148.32453	4	224.78048	4	301.23642	4	377.69237	4	454.14831	4	530.60426	4	607.06020	4	683.51614	4	759.97209
5	72.63315	5	149.08909	5	225.54504	5	302.00098	5	378 45693	5	454.91287	5	531.36881	5	607 82476	5	684 28070	5	760 73665
6	73.39771	6	149.85365	6	226.30960	6	302.76554	6	379 22148	6	455.67743	6	532 13337	6	608 58932	6	685.04526	6	761.50121
7	74.16227	7	150.61821	7	227.07416	7	303.53010	7	379.98604	7	456.44199	7	532.89793	7	609.35388	7	685 80982	7	762 26577
8	74.92683	8	151.38277	8	227.83871	8	304.29466	8	380.75060	8	457.20655	8	533.66249	8	610 11844	8	686 57438	8	763 03033
9	75.69139	9	152.14733	9	228.60327	9	305.05922	9	381.51516	9	457.97111	9	534 42705	9	610.88300	9	687.33894	9	763.79489

VOLUME—CUBIC METERS TO CUBIC YARDS

[Reduction factor: 1 cubic meter = 1.307942772 cubic yards]

Cubic meters	Cubic yards	Cubic meters	Cubic yards	Cubic meters	Cubic yards	Cubic meters	Cubic yards	Cubic meters	Cubic yards	Cubic meters	Cubic yards	Cubic meters	Cubic yards	Cubic meters	Cubic yards	Cubic meters	Cubic yards
0		100	130.79428	200	261.58855	300	392.38283	400	523.17711	500	653.97139	600	784 76566	700	915.55994	800	1,046.35422	900	1,177.14849
1	1.30794	1	132.10222	1	262.89650	1	393.69077	1	524.48505	1	655.27933	1	786.07361	1	916.86788	1	1,047.66216	1	1,178.45644
2	2.61589	2	133.41016	2	264.20444	2	394 99872	2	525.79299	2	656 58727	2	787.38155	2	918 17583	2	1,048.97010	2	1,179.76438
3	3.92383	3	134.71811	3	265.51238	3	396.30666	3	527.10094	3	657.89521	3	788 68949	3	919 48377	3	1,050.27805	3	1,181.07232
4	5.23177	4	136.02605	4	266.82033	4	397.61460	4	528.40888	4	659.20316	4	789.99743	4	920.79171	4	1,051.58599	4	1,182.38027
5	6.53971	5	137.33399	5	268.12827	5	398.92255	5	529 71682	5	660 51110	5	791 30538	5	922.09965	5	1,052.89393	5	1,183 68821
6	7.84766	6	138.64193	6	269.43621	6	400.23049	6	531.02477	6	661.81904	6	792.61332	6	923.40760	6	1,054.20187	6	1,184 99615
7	9.15560	7	139.94988	7	270.74415	7	401 53843	7	532.33271	7	663.12699	7	793 92126	7	924.71554	7	1,055.50982	7	1,186.30409
8	10.46354	8	141.25782	8	272.05210	8	402 84637	8	533 64065	8	664.43493	8	795.22921	8	926.02348	8	1,056 81776	8	1,187.61204
9	11.77148	9	142.56576	9	273.36004	9	404.15432	9	534.94859	9	665.74287	9	796.53715	9	927.33143	9	1,058.12570	9	1,188.91998
10	13 07943	110	143.87370	210	274.66798	310	405.46226	410	536.25654	510	667.05081	610	797.84509	710	928.63937	810	1,059.43365	910	1,190 22792
1	14.38737	1	145.18165	1	275.97592	1	406.77020	1	537 56448	1	668.35876	1	799.15303	1	929.94731	1	1,060.74159	1	1,191.53587
2	15.69531	2	146.48959	2	277.28387	2	408.07814	2	538.87242	2	669.66670	2	800.46098	2	931.25525	2	1,062.04953	2	1,192.84381
3	17.00326	3	147.79753	3	278.59181	3	409.38609	3	540.18036	3	670.97464	3	801.76892	3	932 56320	3	1,063.35747	3	1,194.15175
4	18.31120	4	149.10548	4	279.89975	4	410.69403	4	541.48831	4	672.28258	4	803.07686	4	933.87114	4	1,064.66542	4	1,195.45969
5	19.61914	5	150.41342	5	281.20770	5	412.00197	5	542.79625	5	673.59053	5	804.38480	5	935.17908	5	1,065.97336	5	1,196.76764
6	20.92708	6	151.72136	6	282 51564	6	413.30992	6	544.10419	6	674.89847	6	805.69275	6	936.48702	6	1,067.28130	6	1,198.07558
7	22.23503	7	153.02930	7	283 82358	7	414 61786	7	545.41214	7	676.20641	7	807.00069	7	937.79497	7	1,068.58924	7	1,199.38352
8	23.54297	8	154.33725	8	285 13152	8	415.92580	8	546 72008	8	677.51436	8	808 30863	8	939.10291	8	1,069.89719	8	1,200.69146
9	24.85091	9	155.64519	9	286.43947	9	417.23374	9	548 02802	9	678 82230	9	809 61658	9	940.41085	9	1,071.20513	9	1,201.99941
20	26.15886	120	156.95313	220	287.74741	320	418.54169	420	549 33596	520	680.13024	620	810.92452	720	941.71880	820	1,072 51307	920	1,203.30735
1	27.46680	1	158.26108	1	289.05535	1	419.84963	1	550.64391	1	681.43818	1	812.23246	1	943.02674	1	1,073.82102	1	1,204.61529
2	28.77474	2	159.56902	2	290.36330	2	421.15757	2	551.95185	2	682 74613	2	813.54040	2	944.33468	2	1,075.12896	2	1,205.91324
3	30.08268	3	160.87696	3	291.67124	3	422.46552	3	553.25979	3	684.05407	3	814.84835	3	945 64262	3	1,076.43690	3	1,207.23118
4	31.39063	4	162.18490	4	292.97918	4	423.77346	4	554.56774	4	685 36201	4	816.15629	4	946 95057	4	1,077.74484	4	1,208.53912
5	32.69857	5	163.49285	5	294 28712	5	425.08140	5	555.87568	5	686 66996	5	817.46423	5	948 25851	5	1,079 05279	5	1,209.84706
6	34.00651	6	164.80079	6	295.59507	6	426.38934	6	557 18362	6	687.97790	6	818.77218	6	949 56645	6	1,080.36073	6	1,211.15501
7	35.31445	7	166.10873	7	296.90301	7	427.69729	7	558.49156	7	689 28584	7	820.08012	7	950.87440	7	1,081.66867	7	1,212 46295
8	36.62240	8	167.41667	8	298.21095	8	429.00523	8	559 79951	8	690.59378	8	821 38806	8	952.18234	8	1,082.97662	8	1,213.77089
9	37.93034	9	168.72462	9	299.51889	9	430.31317	9	561.10745	9	691.90173	9	822.69600	9	953.49028	9	1,084.28456	9	1,215.07884
30	39.23828	130	170.03256	230	300.82684	330	431.62111	430	562 41539	530	693 20967	630	824.00395	730	954.79822	830	1,085.59250	930	1,216.38678
1	40.54623	1	171.34050	1	302.13478	1	432 92906	1	563.72333	1	694 51761	1	825 31189	1	956 10617	1	1,086.90044	1	1,217.69472
2	41.85417	2	172 64845	2	303.44272	2	434.23700	2	565 03128	2	695 82555	2	826 61983	2	957.41411	2	1,088.20839	2	1,219.00266
3	43.16211	3	173 95639	3	304.75067	3	435.54494	3	566 33922	3	697 13350	3	827 92777	3	958 72205	3	1,089.51633	3	1,220.31061
4	44.47005	4	175 26433	4	306.05861	4	436.85289	4	567.64716	4	698 44144	4	829.23572	4	960 02999	4	1,090 82427	4	1,221.61855
5	45.77800	5	176 57227	5	307 36655	5	438.16083	5	568 95511	5	699 74938	5	830 54366	5	961.33794	5	1,092.13221	5	1,222 92649
6	47.08594	6	177 88022	6	308.67449	6	439.46877	6	570 26305	6	701 05733	6	831 85160	6	962.64588	6	1,093.44016	6	1,224 23443
7	48.39388	7	179.18816	7	309.98244	7	440.77671	7	571 57099	7	702 36527	7	833 15955	7	963 95382	7	1,094.74810	7	1,225.54238
8	49.70183	8	180 49610	8	311.29038	8	442 08466	8	572 87893	8	703 67321	8	834 46749	8	965 26177	8	1,096.05604	8	1,226.85032
9	51.00977	9	181.80405	9	312.59832	9	443 39260	9	574 18688	9	704.98115	9	835.77543	9	966.56971	9	1,097.36399	9	1,228.15826
40	52.31771	140	183.11199	240	313.90627	340	444.70054	440	575.49482	540	706 28910	640	837.08337	740	967.87765	840	1,098.67193	940	1,229.46621
1	53.62565	1	184.41993	1	315.21421	1	446.00849	1	576.80276	1	707.59704	1	838.39132	1	969.18559	1	1,099,97987	1	1,230.77415
2	54.93360	2	185.72787	2	316.52215	2	447.31643	2	578.11071	2	708 90498	2	839.39926	2	970.49354	2	1,101.28781	2	1,232 08209
3	56.24154	3	187.03582	3	317.83009	3	448.62437	3	579.41865	3	710 21293	3	841.00720	3	971.80148	3	1,102 59576	3	1,233.39003
4	57.54948	4	188.34376	4	319.13804	4	449.93231	4	580.72659	4	711.52087	4	842.31515	4	973.10942	4	1,103.90370	4	1,234 69798
5	58.85742	5	189.65170	5	320.44598	5	451.24026	5	582.03453	5	712 82881	5	843.62309	5	974 41737	5	1,105.21164	5	1,236 00592
6	60.16537	6	190.95964	6	321.75392	6	452.54820	6	583.34248	6	714 13675	6	844 93103	6	975 72531	6	1,106.51959	6	1,237.31386
7	61.47331	7	192.26759	7	323.06186	7	453.85614	7	584.65042	7	715 44470	7	846 23897	7	977 03325	7	1,107.82753	7	1,238.62181
8	62.78125	8	193.57553	8	324.36981	8	455 16408	8	585.95836	8	716 75264	8	847 54692	8	978 34119	8	1,109.13547	8	1,239.92975
9	64.08920	9	194.88347	9	325.67775	9	456.47203	9	587.26630	9	718 06058	9	848.85486	9	979.64914	9	1,110.44341	9	1,241.23769

50	65.39714	150	196.19142	250	326.98569	350	457.77997	450	588.57425	550	719.36852	650	850.16280	750	980.95708	850	1,111.75136	950	1,242.54563
1	66.70508	1	197.49936	1	328.29364	1	459.08791	1	589.88219	1	720.67647	1	851.47074	1	982.26502	1	1,113.05930	1	1,243.85358
2	68.01302	2	198.80730	2	329.60158	2	460.39586	2	591.19013	2	721.98441	2	852.77869	2	983.57296	2	1,114.36724	2	1,245.16152
3	69.32097	3	200.11524	3	330.90952	3	461.70380	3	592.49808	3	723.29235	3	854.08663	3	984.88091	3	1,115.67518	3	1,246.46946
4	70.62891	4	201.42319	4	332.21746	4	463.01174	4	593.80602	4	724.60030	4	855.39457	4	986.18885	4	1,116.98313	4	1,247.77740
5	71.93685	5	202.73113	5	333.52541	5	464.31968	5	595.11396	5	725.90824	5	856.70252	5	987.49679	5	1,118.29107	5	1,249.08535
6	73.24480	6	204.03907	6	334.83335	6	465.62763	6	596.42190	6	727.21618	6	858.01046	6	988.80474	6	1,119.59901	6	1,250.39329
7	74.55274	7	205.34702	7	336.14129	7	466.93557	7	597.72985	7	728.52412	7	859.31840	7	990.11268	7	1,120.90696	7	1,251.70123
8	75.86068	8	206.65496	8	337.44924	8	468.24351	8	599.03779	8	729.83207	8	860.62634	8	991.42062	8	1,122.21490	8	1,253.00918
9	77.16862	9	207.96290	9	338.75718	9	469.55146	9	600.34573	9	731.14001	9	861.93429	9	992.72856	9	1,123.52284	9	1,254.31712
60	78.47657	160	209.27084	260	340.06512	360	470.85940	460	601.65368	560	732.44795	660	863.24223	760	994.03651	860	1,124.83078	960	1,255.62506
1	79.78451	1	210.57879	1	341.37306	1	472.16734	1	602.96162	1	733.75590	1	864.55017	1	995.34445	1	1,126.13873	1	1,256.93300
2	81.09245	2	211.88673	2	342.68101	2	473.47528	2	604.26956	2	735.06384	2	865.85812	2	996.65239	2	1,127.44667	2	1,258.24095
3	82.40039	3	213.19467	3	343.98895	3	474.78323	3	605.57750	3	736.37178	3	867.16606	3	997.96034	3	1,128.75461	3	1,259.54889
4	83.70834	4	214.50261	4	345.29689	4	476.09117	4	606.88545	4	737.67972	4	868.47400	4	999.26828	4	1,130.06256	4	1,260.85683
5	85.01628	5	215.81056	5	346.60483	5	477.39911	5	608.19339	5	738.98767	5	869.78194	5	1,000 57622	5	1,131.37050	5	1,262.16477
6	86.32422	6	217.11850	6	347.91278	6	478.70705	6	609.50133	6	740 29561	6	871.08989	6	1,001. 88416	6	1,132.67844	6	1,263.47272
7	87.63217	7	218.42644	7	349.22072	7	480.01500	7	610.80927	7	741 60355	7	872.39783	7	1,003. 19211	7	1,133.98638	7	1,264 78066
8	88.94011	8	219.73439	8	350.52866	8	481.32294	8	612.11722	8	742 91149	8	873.70577	8	1,004. 50005	8	1,135.29433	8	1,266. 08860
9	90.24805	9	221.04233	9	351.83661	9	482.63088	9	613.42516	9	744 21944	9	875.01371	9	1,005. 80799	9	1,136.60227	9	1,267. 39655
70	91.55599	170	222.35027	270	353.14455	370	483.93883	470	614.73310	570	745 52738	670	876.32166	770	1,007.11593	870	1,137.91021	970	1,268. 70449
1	92.86394	1	223.65821	1	354.45249	1	485.24677	1	616.04105	1	746 83532	1	877.62960	1	1,008. 42388	1	1,139.21815	1	1,270 01243
2	94.17188	2	224.96616	2	355 76043	2	486.55471	2	617 34899	2	748 14327	2	878.93754	2	1,009. 73182	2	1,140.52610	2	1,271 32037
3	95.47982	3	226.27410	3	357.06838	3	487 86265	3	618.65693	3	749 45121	3	880.24549	3	1,011. 03976	3	1,141.83404	3	1,272. 62832
4	96.78777	4	227.58204	4	358.37632	4	489.17060	4	619.96487	4	750.75915	4	881 55343	4	1,012. 34771	4	1,143.14198	4	1,273. 93626
5	98.09571	5	228.88999	5	359. 68426	5	490.47854	5	621.27282	5	752.06709	5	882.86137	5	1,013. 65565	5	1,144.44993	5	1,275 24420
6	99.40365	6	230.19793	6	360.99221	6	491.78648	6	622.58076	6	753 37504	6	884 16931	6	1,014. 96359	6	1,145 75787	6	1,276. 55215
7	100.71159	7	231.50587	7	362.30015	7	493.09443	7	623.88870	7	754.68298	7	885.47726	7	1,016. 27153	7	1,147.06581	7	1,277 86009
8	102.01954	8	232.81381	8	363.60809	8	494.40237	8	625.19665	8	755 99092	8	886.78520	8	1,017. 57948	8	1,148.37375	8	1,279 16803
9	103.32748	9	234.12176	9	364.91603	9	495.71031	9	626.50459	9	757.29886	9	888.09314	9	1,018. 88742	9	1,149.68170	9	1,280.47597
80	104.63542	180	235.42970	280	366.22398	380	497.01825	480	627.81253	580	758.60681	680	889.40108	780	1,020.19536	880	1,150.98964	980	1,281.78392
1	105.94336	1	236.73764	1	367.53192	1	498.32620	1	629.12047	1	759.91475	1	890.70903	1	1,021 50330	1	1,152.29758	1	1,283 09186
2	107.25131	2	238.04558	2	368.83986	2	499 63414	2	630.42842	2	761.22269	2	892.01697	2	1,022. 81125	2	1,153. 60552	2	1,284. 39980
3	108.55925	3	239.35353	3	370.14780	3	500.94208	3	631.73636	3	762 53064	3	893.32491	3	1,024. 11919	3	1,154.91347	3	1,285. 70774
4	109.86719	4	240.66147	4	371.45575	4	502.25002	4	633.04430	4	763.83858	4	894.63286	4	1,025. 42713	4	1,156. 22141	4	1,287. 01569
5	111.17514	5	241.96941	5	372.76369	5	503.55797	5	634 35224	5	765 14652	5	895.94080	5	1,026. 73508	5	1,157. 52935	5	1,288. 32363
6	112.48308	6	243.27736	6	374 07163	6	504.86591	6	635.66019	6	766.45446	6	897.24874	6	1,028. 04302	6	1,158. 83730	6	1,289 63157
7	113.79102	7	244 58530	7	375. 37958	7	506. 17385	7	636.96813	7	767.76241	7	898.55668	7	1,029. 35096	7	1,160. 14524	7	1,290. 93952
8	115.09896	8	245 89324	8	376. 68752	8	507. 48180	8	638.27607	8	769.07035	8	899. 86463	8	1,030. 65890	8	1,161 45318	8	1,292. 24746
9	116.40691	9	247. 20118	9	377.99546	9	508. 78974	9	639. 58402	9	770. 37829	9	901. 17257	9	1,031. 96685	9	1,162. 76112	9	1,293. 55540
90	117.71485	190	248. 50913	290	379. 30340	390	510. 09768	490	640. 89196	590	771. 68624	690	902. 48051	790	1,033. 27479	890	1,164. 06907	990	1,294. 86334
1	119. 02279	1	249. 81707	1	380. 61135	1	511. 40562	1	642. 19990	1	772. 99418	1	903 78846	1	1,034. 58273	1	1,165. 37701	1	1,296. 17129
2	120. 33074	2	251. 12501	2	381. 91929	2	512. 71357	2	643. 50784	2	774. 30212	2	905. 09640	2	1,035. 89068	2	1,166. 68495	2	1,297. 47923
3	121. 63868	3	252. 43295	3	383. 22723	3	514. 02151	3	644. 81579	3	775. 61006	3	906. 40434	3	1,037. 19862	3	1,167. 99290	3	1,298. 78717
4	122. 94662	4	253. 74090	4	384. 53517	4	515. 32945	4	646. 12373	4	776. 91801	4	907. 71228	4	1,038. 50656	4	1,169. 30084	4	1,300. 09512
5	124. 25456	5	255. 04884	5	385. 84312	5	516. 63739	5	647. 43167	5	778. 22595	5	909. 02023	5	1,039. 81450	5	1,170. 60878	5	1,301. 40306
6	125. 56251	6	256. 35678	6	387. 15106	6	517. 94534	6	648. 73961	6	779. 53389	6	910. 32817	6	1,041 12245	6	1,171. 91672	6	1,302. 71100
7	126. 87045	7	257. 66473	7	388. 45900	7	519. 25328	7	650. 04756	7	780. 84183	7	911 63611	7	1,042. 43039	7	1,173. 22467	7	1,304. 01894
8	128. 17839	8	258. 97267	8	389. 76695	8	520. 56122	8	651. 35550	8	782. 14978	8	912. 94405	8	1,043. 73833	8	1,174. 53261	8	1,305. 32689
9	129. 48633	9	260. 28061	9	391. 07489	9	521. 86917	9	652. 66344	9	783. 45772	9	914. 25200	9	1,045. 04627	9	1,175. 84055	9	1,306. 63483

CAPACITY—LIQUID QUARTS TO LITERS

[Reduction factor: 1 liquid quart = 0.94633307 liter]

Liquid quarts	Liters	Liquid quarts	Liters	Liquid quarts	Liters	Liquid quarts	Liters	Liquid quarts	Liters	Liquid quarts	Liters	Liquid quarts	Liters	Liquid quarts	Liters	Liquid quarts	Liters
0		100	94 633	200	189 267	300	283 900	400	378 533	500	473 167	600	567 800	700	662 433	800	757 066	900	851 700
1	0.9463	1	95 580	1	190 213	1	284 846	1	379 480	1	474.113	1	568 746	1	663 379	1	758 013	1	852 646
2	1.8927	2	96 526	2	191 159	2	285 793	2	380 426	2	475 059	2	569 693	2	664 326	2	758 959	2	853 592
3	2.8390	3	97.472	3	192 106	3	286 739	3	381 372	3	476 006	3	570 639	3	665 272	3	759 905	3	854 539
4	3.7853	4	98 419	4	193 052	4	287 685	4	382 319	4	476 952	4	571 585	4	666. 218	4	760 852	4	855 485
5	4.7317	5	99 365	5	193 998	5	288 632	5	383 265	5	477 898	5	572 532	5	667 165	5	761 798	5	856 431
6	5 6780	6	100 311	6	194 945	6	289 578	6	384 211	6	478 845	6	573 478	6	668 111	6	762 744	6	857 378
7	6 6243	7	101 258	7	195 891	7	290 524	7	385 158	7	479 791	7	574 424	7	669 057	7	763 691	7	858 324
8	7.5707	8	102 204	8	196 837	8	291 471	8	386 104	8	480 737	8	575 371	8	670 004	8	764 637	8	859 270
9	8.5170	9	103 150	9	197.784	9	292 417	9	387 050	9	481 684	9	576 317	9	670 950	9	765 583	9	860 217
10	9 4633	110	104 097	210	198 730	310	293 363	410	387 997	510	482 630	610	577 263	710	671 896	810	766 530	910	861 163
1	10 4097	1	105 043	1	199 676	1	294 310	1	388 943	1	483 576	1	578 210	1	672 843	1	767 476	1	862 109
2	11 3560	2	105 989	2	200 623	2	295 256	2	389 889	2	484 523	2	579 156	2	673 789	2	768 422	2	863 056
3	12 3023	3	106 936	3	201 569	3	296 202	3	390 836	3	485 469	3	580 102	3	674 735	3	769 369	3	864 002
4	13. 2487	4	107. 882	4	202 515	4	297 149	4	391 782	4	486 415	4	581 049	4	675 682	4	770 315	4	864 948
5	14 1950	5	108 828	5	203 462	5	298 095	5	392 728	5	487 362	5	581 995	5	676 628	5	771 261	5	865 895
6	15. 1413	6	109 775	6	204 408	6	299 041	6	393 675	6	488 308	6	582 941	6	677 574	6	772 208	6	866. 841
7	16 0877	7	110 721	7	205 354	7	299 988	7	394 621	7	489 254	7	583 888	7	678 521	7	773 154	7	867 787
8	17 0340	8	111 667	8	206 301	8	300 934	8	395 567	8	490 201	8	584 834	8	679 467	8	774 100	8	868 734
9	17. 9803	9	112 614	9	207. 247	9	301 880	9	396 514	9	491 147	9	585 780	9	680 413	9	775 047	9	869 680
20	18. 9267	120	113 560	220	208 193	320	302 827	420	397 460	520	492 093	620	586 727	720	681 360	820	775 993	920	870. 626
1	19. 8730	1	114 506	1	209 140	1	303 773	1	398 406	1	493 040	1	587 673	1	682 306	1	776 939	1	871 573
2	20. 8193	2	115 453	2	210 086	2	304 719	2	399 353	2	493 986	2	588 619	2	683 252	2	777 886	2	872 519
3	21. 7657	3	116. 399	3	211 032	3	305 666	3	400 299	3	494 932	3	589 566	3	684 199	3	778 832	3	873 465
4	22. 7120	4	117 345	4	211 979	4	306 612	4	401 245	4	495 879	4	590 512	4	685 145	4	779 778	4	874 412
5	23 6583	5	118. 292	5	212. 925	5	307 558	5	402 192	5	496 825	5	591 458	5	686 091	5	780 725	5	875 358
6	24 6047	6	119 238	6	213 871	6	308 505	6	403 138	6	497 771	6	592 405	6	687. 038	6	781 671	6	876 304
7	25 5510	7	120 184	7	214 818	7	309 451	7	404 084	7	498 718	7	593 351	7	687 984	7	782 617	7	877 251
8	26 4973	8	121. 131	8	215 764	8	310 397	8	405 031	8	499 664	8	594 297	8	688 930	8	783 564	8	878 197
9	27. 4437	9	122. 077	9	216. 710	9	311 344	9	405 977	9	500 610	9	595 244	9	689 877	9	784 510	9	879 143
30	28. 3900	130	123. 023	230	217 657	330	312 290	430	406 923	530	501 557	630	596 190	730	690 823	830	785 456	930	880 090
1	29 3363	1	123 970	1	218 603	1	313 236	1	407 870	1	502 503	1	597 136	1	691 769	1	786 403	1	881 036
2	30. 2827	2	124. 916	2	219 549	2	314 183	2	408 816	2	503 449	2	598 083	2	692 716	2	787 349	2	881. 982
3	31. 2290	3	125. 862	3	220 496	3	315 129	3	409 762	3	504 396	3	599 029	3	693 662	3	788 295	3	882. 929
4	32. 1753	4	126. 809	4	221 442	4	316 075	4	410 709	4	505 342	4	599. 975	4	694. 608	4	789 242	4	883. 875
5	33. 1217	5	127 755	5	222 388	5	317 022	5	411 655	5	506 288	5	600 922	5	695 555	5	790 188	5	884 821
6	34. 0680	6	128. 701	6	223 335	6	317 968	6	412 601	6	507 235	6	601 868	6	696 501	6	791 134	6	885 768
7	35. 0143	7	129. 648	7	224 281	7	318 914	7	413 548	7	508 181	7	602 814	7	697 447	7	792 081	7	886 714
8	35. 9607	8	130 594	8	225 227	8	319 861	8	414 494	8	509 127	8	603. 761	8	698. 394	8	793 027	8	887 660
9	36. 9070	9	131. 540	9	226 174	9	320 807	9	415 440	9	510 074	9	604 707	9	699 340	9	793 973	9	888. 607
40	37. 8533	140	132. 487	240	227. 120	340	321 753	440	416 387	540	511 020	640	605 653	740	700 286	840	794 920	940	889. 553
1	38. 7997	1	133. 433	1	228 066	1	322 700	1	417 333	1	511 966	1	606 599	1	701. 233	1	795 866	1	890 499
2	39 7460	2	134. 379	2	229 013	2	323 646	2	418 279	2	512 913	2	607 546	2	702 179	2	796 812	2	891. 446
3	40 6923	3	135. 326	3	229 959	3	324 592	3	419 226	3	513 859	3	608 492	3	703 125	3	797 759	3	892. 392
4	41. 6387	4	136. 272	4	230 905	4	325 539	4	420 172	4	514 805	4	609 438	4	704 072	4	798 705	4	893. 338
5	42. 5850	5	137 218	5	231 852	5	326 485	5	421 118	5	515 752	5	610 385	5	705 018	5	799 651	5	894 285
6	43. 5313	6	138 165	6	232 798	6	327 431	6	422 065	6	516. 698	6	611 331	6	705 964	6	800 598	6	895 231
7	44. 4777	7	139 111	7	233 744	7	328 378	7	423 011	7	517 644	7	612 277	7	706 911	7	801 544	7	896 177
8	45. 4240	8	140 057	8	234 691	8	329 324	8	423 957	8	518 591	8	613 224	8	707 857	8	802 490	8	897. 124
9	46. 3703	9	141. 004	9	235 637	9	330 270	9	424 904	9	519. 537	9	614 170	9	708 803	9	803 437	9	898. 070

50	47.3167	**150**	141.950	**250**	236 583	**350**	331 217	**450**	425 850	**550**	520 483	**650**	615 116	**750**	709 750	**850**	804 383	**950**	899 016
1	48.2630	1	142.896	1	237.530	1	332 163	1	426.796	1	521 430	1	616 063	1	710 696	1	805 329	1	899.963
2	49 2093	2	143.843	2	238 476	2	333 109	2	427 743	2	522 376	2	617 009	2	711 642	2	806. 276	2	900 909
3	50 1557	3	144.789	3	239.422	3	334 056	3	428. 689	3	523 322	3	617 955	3	712 589	3	807 222	3	901 855
4	51 1020	4	145.735	4	240 369	4	335 002	4	429 635	4	524 269	4	618 902	4	713.535	4	808. 168	4	902 802
5	52.0483	5	146. 682	5	241 315	5	335 948	5	430 582	5	525 215	5	619 848	5	714 481	5	809 115	5	903. 748
6	52 9947	6	147. 628	6	242 261	6	336 895	6	431 528	6	526 161	6	620 794	6	715 428	6	810 061	6	904 694
7	53 9410	7	148. 574	7	243 208	7	337 841	7	432 474	7	527 108	7	621 741	7	716 374	7	811 007	7	905 641
8	54 8873	8	149. 521	8	244 154	8	338 787	8	433 421	8	528 054	8	622 687	8	717 320	8	811 954	8	906 587
9	55. 8337	9	150. 467	9	245. 100	9	339. 734	9	434 367	9	529 000	9	623 633	9	718 267	9	812. 900	9	907. 533
60	56 7800	**160**	151. 413	**260**	246. 047	**360**	340 680	**460**	435 313	**560**	529 947	**660**	624 580	**760**	719 213	**860**	813. 846	**960**	908. 480
1	57.7263	1	152 360	1	246. 993	1	341 626	1	436 260	1	530 893	1	625 526	1	720 159	1	814 793	1	909. 426
2	58 6727	2	153. 306	2	247. 939	2	342. 573	2	437 206	2	531 839	2	626 472	2	721. 106	2	815. 739	2	910 372
3	59 6190	3	154 252	3	248 886	3	343 519	3	438 152	3	532 786	3	627 419	3	722 052	3	816 685	3	911 319
4	60 5653	4	155. 199	4	249. 832	4	344 465	4	439 099	4	533. 732	4	628 365	4	722 998	4	617. 632	4	912. 265
5	61. 5116	5	156. 145	5	250 778	5	345 412	5	440 045	5	534 678	5	629 311	5	723 945	5	818 578	5	913. 211
6	62. 4580	6	157. 091	6	251. 725	6	346 358	6	440 991	6	535 625	6	630 258	6	724 891	6	819. 524	6	914. 158
7	63. 4043	7	158. 038	7	252 671	7	347 304	7	441 938	7	536 571	7	631 204	7	725 837	7	820 471	7	915 104
8	64. 3506	8	158. 984	8	253. 617	8	348. 251	8	442 884	8	537. 517	8	632 150	8	726 784	8	821 417	8	916. 050
9	65. 2970	9	159. 930	9	254. 564	9	349. 197	9	443 830	9	538 464	9	633 097	9	727. 730	9	822 363	9	916. 997
70	66 2433	**170**	160 877	**270**	255. 510	**370**	350 143	**470**	444 777	**570**	539 410	**670**	634 043	**770**	728. 676	**870**	823 310	**970**	917 943
1	67. 1896	1	161. 823	1	256. 456	1	351 090	1	445 723	1	540 356	1	634 989	1	729. 623	1	824 256	1	918. 889
2	68. 1360	2	162. 769	2	257. 403	2	352 036	2	446 669	2	541 303	2	635 936	2	730 569	2	825 202	2	919. 836
3	69. 0823	3	163 716	3	258 349	3	352. 982	3	447 616	3	542 249	3	636 882	3	731 515	3	826. 149	3	920. 782
4	70 0286	4	164. 662	4	259. 295	4	353 929	4	448 562	4	543 195	4	637 828	4	732. 462	4	827 095	4	921. 728
5	70. 9750	5	165 608	5	260 242	5	354 875	5	449 508	5	544 142	5	638 775	5	733 408	5	828 041	5	922 675
6	71. 9213	6	166. 555	6	261. 188	6	355. 821	6	450 455	6	545 088	6	639 721	6	734 354	6	828 988	6	923. 621
7	72. 8676	7	167. 501	7	262 134	7	356 768	7	451 401	7	546 034	7	640 667	7	735 301	7	829 934	7	924 567
8	73. 8140	8	168. 447	8	263. 081	8	357 714	8	452 347	8	546 981	8	641 614	8	736 247	8	830 880	8	925 514
9	74. 7603	9	169. 394	9	264. 027	9	358 660	9	453. 294	9	547 927	9	642 560	9	737 193	9	831. 827	9	926. 460
80	75. 7066	**180**	170. 340	**280**	264. 973	**380**	359 607	**480**	454 240	**580**	548 873	**680**	643. 506	**780**	738. 140	**880**	832 773	**980**	927. 406
1	76. 6530	1	171. 286	1	265. 920	1	360 553	1	455 186	1	549 820	1	644 453	1	739 086	1	833 719	1	928 353
2	77. 5993	2	172. 233	2	266 866	2	361 499	2	456 133	2	550 766	2	645 399	2	740 032	2	834 666	2	929 299
3	78. 5456	3	173. 179	3	267 812	3	362 446	3	457 079	3	551 712	3	646. 345	3	740 979	3	835 612	3	930 245
4	79. 4920	4	174. 125	4	268 759	4	363 392	4	458. 025	4	552 659	4	647. 292	4	741 925	4	836. 558	4	931. 192
5	80. 4383	5	175. 072	5	269 705	5	364 338	5	458. 972	5	553 605	5	648 238	5	742 871	5	837 505	5	932. 138
6	81. 3846	6	176. 018	6	270 651	6	365 285	6	459 918	6	554 551	6	649 184	6	743 818	6	838 451	6	933. 084
7	82. 3310	7	176 964	7	271 598	7	366 231	7	460 864	7	555 498	7	650 131	7	744 764	7	839 397	7	934 031
8	83. 2773	8	177. 911	8	272 544	8	367 177	8	461 811	8	556 444	8	651 077	8	745 710	8	840 344	8	934 977
9	84. 2236	9	178. 857	9	273. 490	9	368. 124	9	462 757	9	557. 390	9	652. 023	9	746. 657	9	841. 290	9	935. 923
90	85. 1700	**190**	179 803	**290**	274 437	**390**	369 070	**490**	463 703	**590**	558 337	**690**	652 970	**790**	747. 603	**890**	842. 236	**990**	936. 870
1	86. 1163	1	180. 750	1	275. 383	1	370 016	1	464. 650	1	559. 283	1	653 916	1	748. 549	1	843 183	1	937. 816
2	87. 0626	2	181. 696	2	276. 329	2	370 963	2	465 596	2	560 229	2	654 862	2	749 496	2	844 129	2	938. 762
3	88. 0090	3	182. 642	3	277. 276	3	371 909	3	466 542	3	561 176	3	655 809	3	750. 442	3	845. 075	3	939 709
4	88. 9553	4	183. 589	4	278. 222	4	372. 855	4	467 489	4	562. 122	4	656 755	4	751 388	4	846. 022	4	940 655
5	89. 9016	5	184. 535	5	279. 168	5	373. 802	5	468. 435	5	563. 068	5	657 701	5	752 335	5	846 968	5	941. 601
6	90 8480	6	185. 481	6	280. 115	6	374 748	6	469 381	6	564 015	6	658 648	6	753 281	6	847 914	6	942 548
7	91 7943	7	186. 428	7	281 061	7	375 694	7	470. 328	7	564 961	7	659 594	7	754. 227	7	848 861	7	943. 494
8	92 7406	8	187 374	8	282 007	8	376. 641	8	471 274	8	565 907	8	660 540	8	755 174	8	849 807	8	944. 440
9	93. 6870	9	188. 320	9	282. 954	9	377. 587	9	472. 220	9	566. 854	9	661. 487	9	756. 120	9	850. 753	9	945. 387

CAPACITY—LITERS TO LIQUID QUARTS

[Reduction factor: 1 liter = 1.0567104 quarts]

Liters	Liquid quarts	Liters	Liquid quarts	Liters	Liquid quarts	Liters	Liquid quarts	Liters	Liquid quarts	Liters	Liquid quarts	Liters	Liquid quarts	Liters	Liquid quarts	Liters	Liquid quarts
0		100	105. 671	200	211. 342	300	317 013	400	422. 684	500	528. 355	600	634. 026	700	739 697	800	845. 368	900	951. 039
1	1. 0567	1	106. 728	1	212. 399	1	318. 070	1	423. 741	1	529. 412	1	635. 083	1	740 754	1	846. 425	1	952. 096
2	2. 1134	2	107. 784	2	213. 456	2	319. 127	2	424 798	2	530. 469	2	636. 140	2	741. 811	2	847. 482	2	953. 153
3	3. 1701	3	108. 841	3	214. 512	3	320. 183	3	425. 854	3	531 525	3	637. 196	3	742. 867	3	848. 538	3	954. 209
4	4. 2268	4	109. 898	4	215. 569	4	321. 240	4	426. 911	4	532. 582	4	638. 253	4	743. 924	4	849. 595	4	955. 266
5	5. 2836	5	110. 955	5	216. 626	5	322. 297	5	427. 968	5	533. 639	5	639. 310	5	744 981	5	850. 652	5	956. 323
6	6. 3403	6	112. 011	6	217 682	6	323. 353	6	429. 024	6	534. 695	6	640. 367	6	746. 038	6	851. 709	6	957. 380
7	7 8970	7	113. 068	7	218. 739	7	324. 410	7	430. 081	7	535. 752	7	641 423	7	747 094	7	852. 765	7	958. 436
8	8. 4537	8	114. 125	8	219. 796	8	325. 467	8	431. 138	8	536. 809	8	642. 480	8	748. 151	8	853. 822	8	959. 493
9	9. 5104	9	115 181	9	220 852	9	326. 524	9	432. 195	9	537. 866	9	643. 537	9	749. 208	9	854. 879	9	960. 550
10	10. 5671	110	116. 238	210	221. 909	310	327 580	410	433. 251	510	538. 922	610	644. 593	710	750. 264	810	855. 985	910	961. 606
1	11 6238	1	117. 295	1	222. 966	1	328. 637	1	434. 308	1	539. 979	1	645. 650	1	751. 321	1	856. 992	1	962. 663
2	12. 6805	2	118. 352	2	224 023	2	329 694	2	435 365	2	541. 036	2	646. 707	2	752. 378	2	858. 049	2	963. 720
3	13. 7372	3	119. 408	3	225 079	3	330. 750	3	736. 421	3	542. 092	3	647. 763	3	753. 435	3	859. 106	3	964. 777
4	14. 7939	4	120. 465	4	226. 136	4	331 807	4	437. 478	4	543. 149	4	648. 820	4	754. 491	4	860. 162	4	965. 833
5	15 8507	5	121. 522	5	227. 193	5	332 864	5	438. 535	5	544 206	5	649. 877	5	755. 548	5	861. 219	5	966. 890
6	16. 9074	6	122. 578	6	228. 249	6	333. 920	6	439 592	6	545 263	6	650. 934	6	756. 605	6	862. 276	6	967. 947
7	17 9641	7	123. 635	7	229 306	7	334. 977	7	440 648	7	546 319	7	651 990	7	757 661	7	863. 332	7	969. 003
8	19 0208	8	124 692	8	230 363	8	336 034	8	441. 705	8	547. 376	8	653. 047	8	758. 718	8	864. 389	8	970. 060
9	20. 0775	9	125 749	9	231. 420	9	337. 091	9	442. 762	9	548. 433	9	654. 104	9	759. 775	9	865. 446	9	971. 117
20	21. 1342	120	126 805	220	232. 476	320	338 147	420	443. 818	520	549. 489	620	655. 160	720	760. 831	820	866. 503	920	972. 174
1	22. 1909	1	127. 862	1	233. 533	1	339 204	1	444 875	1	550. 546	1	656. 217	1	761. 888	1	867 559	1	973. 230
2	23. 2476	2	128 919	2	234 590	2	340 261	2	445 932	2	551 603	2	657. 274	2	762 945	2	868. 616	2	974. 287
3	24. 3043	3	129 975	3	235. 646	3	341 317	3	446 988	3	552. 660	3	658 331	3	764. 002	3	869. 673	3	975. 344
4	25. 3610	4	131 032	4	236. 703	4	342. 374	4	448 045	4	553. 716	4	659. 387	4	765. 058	4	870. 729	4	976. 400
5	26 4178	5	132. 089	5	237 760	5	343 431	5	449. 102	5	554. 773	5	660 444	5	766. 115	5	871. 786	5	977. 457
6	27. 4745	6	133 146	6	238 817	6	344 488	6	450 159	6	555 830	6	661 501	6	767 172	6	872. 843	6	978. 514
7	28. 5312	7	134 202	7	239 873	7	345 544	7	451 215	7	556 886	7	662. 557	7	768. 228	7	873. 900	7	979. 571
8	29 5879	8	135. 259	8	240 930	8	346 601	8	452. 272	8	557 943	8	663. 614	8	769. 285	8	874. 956	8	980. 627
9	30. 6446	9	136 316	9	241 987	9	347 658	9	453. 329	9	559. 000	9	664. 671	9	770. 342	9	876. 013	9	981. 684
30	31 7013	130	137 372	230	243 043	330	348. 714	430	454. 385	530	560. 057	630	665. 728	730	771. 399	830	877. 070	930	982. 741
1	32. 7580	1	138. 429	1	244 100	1	349 771	1	455 442	1	561. 113	1	666 784	1	772. 455	1	878. 126	1	983. 797
2	33. 8147	2	139 486	2	245. 157	2	350 828	2	456. 499	2	562. 170	2	667. 841	2	773. 512	2	879. 183	2	984. 854
3	34 8714	3	140. 542	3	246. 214	3	351. 885	3	457. 556	3	563. 227	3	668 898	3	774. 569	3	880. 240	3	985. 911
4	35. 9282	4	141 599	4	247 270	4	352. 941	4	458. 612	4	564. 283	4	669. 954	4	775. 625	4	881. 296	4	986. 968
5	36. 9849	5	142 656	5	248 327	5	353. 998	5	459 669	5	565. 340	5	671. 011	5	776. 682	5	882. 353	5	988. 024
6	38. 0416	6	143. 713	6	249 384	6	355 055	6	460. 726	6	566 397	6	672. 068	6	777. 739	6	883. 410	6	989. 081
7	39. 0983	7	144 769	7	250 440	7	356 111	7	461. 782	7	567. 453	7	673. 125	7	778. 796	7	884. 467	7	990. 138
8	40. 1550	8	145 826	8	251 497	8	357. 168	8	462. 839	8	568 510	8	674 181	8	779. 852	8	885. 523	8	991. 194
9	41. 2117	9	146. 883	9	252. 554	9	358. 225	9	463 896	9	569. 567	9	675. 238	9	780. 909	9	886. 580	9	992. 251
40	42. 2684	140	147. 939	240	253 610	340	359 282	440	464 953	540	570. 624	640	676. 295	740	781. 966	840	887. 637	940	993. 308
1	43. 3251	1	148. 996	1	254 667	1	360 338	1	466 009	1	571 680	1	677. 351	1	783. 022	1	888. 693	1	994. 364
2	44 3818	2	150 053	2	255 724	2	361 395	2	467 066	2	572 737	2	678. 408	2	784. 079	2	889. 750	2	995. 421
3	45. 4385	3	151. 110	3	256 781	3	362. 452	3	468 123	3	573. 794	3	679 465	3	785 136	3	890. 807	3	996. 478
4	46. 4953	4	152. 166	4	257 837	4	363 508	4	469 179	4	574. 850	4	680. 521	4	786. 193	4	891. 864	4	997. 535
5	47 5520	5	153. 223	5	258 894	5	364 565	5	470. 236	5	575 907	5	681. 578	5	787. 249	5	892. 920	5	998. 591
6	48. 6087	6	154 280	6	259 951	6	365 622	6	471. 293	6	576 964	6	682. 635	6	788. 306	6	893. 977	6	999. 648
7	49. 6654	7	155 336	7	261 007	7	366 679	7	472. 350	7	578 021	7	683. 692	7	789. 363	7	895. 034	7	1,000. 705
8	50. 7221	8	156. 393	8	262. 064	8	367 735	8	473. 406	8	579 077	8	684. 748	8	790 419	8	896. 090	8	1,001. 761
9	51. 7788	9	157. 450	9	263. 121	9	368. 792	9	474. 463	9	580 134	9	685. 805	9	791. 476	9	897. 147	9	1,002. 818

50	52 8355	**150**	158 507	**250**	264 178	**350**	369 849	**450**	475 520	**550**	581 191	**650**	686. 862	**750**	792. 533	**850**	898 204	**950**	1,003. 875
1	53. 8922	1	159. 563	1	265. 234	1	370 905	1	476 576	1	582. 247	1	687. 918	1	793. 590	1	899 261	1	1,004. 932
2	54 9489	2	160 620	2	266 291	2	371 962	2	477 633	2	583 304	2	688. 975	2	794. 646	2	900 317	2	1,005. 988
3	56. 8057	3	161 677	3	267 348	3	373. 019	3	478 690	3	584 361	3	690. 032	3	795. 703	3	901. 374	3	1,007 045
4	57 0624	4	162. 733	4	268. 404	4	374. 075	4	479. 747	4	585. 418	4	691. 089	4	796. 760	4	902. 431	4	1,008. 102
5	58. 1191	5	163. 790	5	269. 461	5	375. 132	5	480. 803	5	586. 474	5	692. 145	5	797 816	5	903 487	5	1,009 158
6	59 1758	6	164 847	6	270 518	6	376 189	6	481 860	6	587 531	6	693. 202	6	798. 873	6	904 544	6	1,010. 215
7	60 2325	7	165. 904	7	271 575	7	377 246	7	482. 917	7	588. 588	7	694 259	7	799 930	7	905 601	7	1,011. 272
8	61 2892	8	166 960	8	272 631	8	378 302	8	483 973	8	589 644	8	695 315	8	800 986	8	906. 658	8	1,012. 329
9	62. 3459	9	168. 017	9	273 688	9	379 359	9	485 030	9	590 701	9	696 372	9	802. 043	9	907. 714	9	1,013. 385
60	63 4026	**160**	169 074	**260**	274 745	**360**	380 416	**460**	486 087	**560**	591 758	**660**	697. 429	**760**	803. 100	**860**	908 771	**960**	1,014. 442
1	64 4593	1	170 130	1	275 801	1	381 472	1	487 143	1	592 815	1	698 486	1	804 157	1	909 828	1	1,015. 499
2	65 5160	2	171. 187	2	276 858	2	382 529	2	488 200	2	593 871	2	699 542	2	805 213	2	910 884	2	1,016. 555
3	66 5728	3	172 244	3	277 915	3	383 586	3	489 257	3	594 928	3	700 599	3	806 270	3	911 941	3	1,017. 612
4	67 6295	4	173 301	4	278. 972	4	384 643	4	490 314	4	595. 985	4	701 656	4	807 327	4	912. 998	4	1,018. 669
5	68. 6862	5	174 357	5	280 028	5	385 699	5	491 370	5	597 041	5	702. 712	5	808. 383	5	914 054	5	1,019. 726
6	69. 7429	6	175 414	6	281 085	6	386 756	6	492. 427	6	598 098	6	703 769	6	809 440	6	915 111	6	1,020. 782
7	70 7996	7	176 471	7	282. 142	7	387 813	7	493 484	7	599 155	7	704 826	7	810 497	7	916 168	7	1,021. 839
8	71. 8563	8	177 527	8	283. 198	8	388. 869	8	494 540	8	600 212	8	705 883	8	811 554	8	917 225	8	1,022. 896
9	72. 9130	9	178. 584	9	284 255	9	389 926	9	495 597	9	601 268	9	706. 939	9	812 610	9	918. 281	9	1,023. 952
70	73. 9697	**170**	179 641	**270**	285 312	**370**	390 983	**470**	496 654	**570**	602. 325	**670**	707. 996	**770**	813 667	**870**	919 338	**970**	1,025. 009
1	75. 0264	1	180 697	1	286 369	1	392. 040	1	497 711	1	603 382	1	709 053	1	814 724	1	920. 395	1	1,026. 066
2	76. 0831	2	181. 754	2	287 425	2	393 096	2	498 767	2	604 438	2	710. 109	2	815. 780	2	921 451	2	1,027. 123
3	77. 1399	3	182. 811	3	288. 482	3	394 153	3	499 824	3	605 495	3	711 166	3	816 837	3	922. 508	3	1,028. 179
4	78. 1966	4	183 868	4	289 539	4	395 210	4	500 881	4	606 552	4	712. 223	4	817 894	4	923. 565	4	1,029 236
5	79 2533	5	184 924	5	290 595	5	396. 266	5	501 937	5	607 608	5	713 280	5	818 951	5	924 622	5	1,030. 293
6	80. 3100	6	185 981	6	291 652	6	397 323	6	502 994	6	608 665	6	714 336	6	820 007	6	925 678	6	1,031. 349
7	81. 3667	7	187 038	7	292. 709	7	398. 380	7	504 051	7	609 722	7	715. 393	7	821. 064	7	926. 735	7	1,032. 406
8	82. 4234	8	188. 094	8	293 765	8	399. 437	8	505 108	8	610 779	8	716. 450	8	822. 121	8	927 792	8	1,033 463
9	83. 4801	9	189 151	9	294 822	9	400. 493	9	506. 164	9	611 835	9	717 506	9	823. 177	9	928 848	9	1,034. 519
80	84 5368	**180**	190 208	**280**	295 879	**380**	401 550	**480**	507 221	**580**	612 892	**680**	718. 563	**780**	824 234	**880**	929 905	**980**	1,035. 576
1	85 5935	1	191 265	1	296 936	1	402 607	1	508 278	1	613 949	1	719 620	1	825. 291	1	930 962	1	1,036 633
2	86 6503	2	192 321	2	297 992	2	403. 663	2	509 334	2	615 005	2	720 676	2	826. 348	2	932. 019	2	1,037 690
3	87. 7070	3	193 378	3	299 049	3	404 720	3	510 391	3	616 062	3	721 733	3	827 404	3	933. 075	3	1,038. 746
4	88. 7637	4	194 435	4	300 106	4	405 777	4	511 448	4	617. 119	4	722. 790	4	828 461	4	934 132	4	1,039. 803
5	89 8204	5	195 491	5	301 162	5	406 834	5	512. 505	5	618 176	5	723 847	5	829 518	5	935 189	5	1,040. 860
6	90 8771	6	196 548	6	302 219	6	407 890	6	513 561	6	619 232	6	724 903	6	830 574	6	936 245	6	1,041. 916
7	91 9338	7	197 605	7	303 276	7	408 947	7	514 618	7	620 289	7	725 960	7	831. 631	7	937. 302	7	1,042. 973
8	92. 9905	8	198 662	8	304 333	8	410 004	8	515 675	8	621 346	8	727 017	8	832. 688	8	938. 359	8	1,044. 030
9	94. 0472	9	199. 718	9	305 389	9	411 060	9	516. 731	9	622. 402	9	728 073	9	833. 745	9	939. 416	9	1,045. 087
90	95 1039	**190**	200 775	**290**	306 446	**390**	412 117	**490**	517 788	**590**	623 459	**690**	729 130	**790**	834 801	**890**	940 472	**990**	1,046 143
1	96. 1606	1	201 832	1	307 503	1	413 174	1	518 845	1	624 516	1	730 187	1	835 858	1	941. 529	1	1,047 200
2	97. 2174	2	202. 888	2	308 559	2	414 230	2	519 902	2	625 573	2	731 244	2	836 915	2	942. 586	2	1,048. 257
3	98. 2741	3	203 945	3	309 616	3	415 287	3	520 958	3	626 629	3	732. 300	3	837 971	3	943 642	3	1,049 313
4	99 3308	4	205 002	4	310. 673	4	416 344	4	522 015	4	627 686	4	733 357	4	839 028	4	944. 699	4	1,050 370
5	100 3875	5	206 059	5	311 730	5	417 401	5	523 072	5	628 743	5	734 414	5	840 085	5	945 756	5	1,051 427
6	101 4442	6	207 115	6	312. 786	6	418 457	6	524 128	6	629 799	6	735 470	6	841. 141	6	946 813	6	1,052 484
7	102 5009	7	208 172	7	313 843	7	419 514	7	525 185	7	630 856	7	736 527	7	842 198	7	947 869	7	1,053. 540
8	103 5576	8	209 229	8	314 900	8	420 571	8	526. 242	8	631 913	8	737 584	8	843 255	8	948 926	8	1,054. 597
9	104 6143	9	210 285	9	315 956	9	421. 627	9	527. 298	9	632. 970	9	738. 641	9	844 312	9	949 983	9	1,055. 654

CAPACITY—GALLONS TO LITERS

[Reduction factor: 1 gallon=3 7853323 liters]

Gallons	Liters	Gallons	Liters	Gallons	Liters	Gallons	Liters	Gallons	Liters	Gallons	Liters	Gallons	Liters	Gallons	Liters	Gallons	Liters
0		100	378 533	200	757. 066	300	1,135 600	400	1,514. 133	500	1,892. 666	600	2,271. 199	700	2,649. 733	800	3,028. 266	900	3,406. 799
1	3. 7853	1	382. 319	1	760. 852	1	1,139 385	1	1,517. 918	1	1,896. 451	1	2,274 985	1	2,653. 518	1	3,032. 051	1	3,410 584
2	7 5707	2	386. 104	2	764 637	2	1,143. 170	2	1,521. 704	2	1,900. 237	2	2,278 770	2	2,657 303	2	3,035 837	2	3,414. 370
3	11 3560	3	389 889	3	768 422	3	1,146 956	3	1,525. 489	3	1,904 022	3	2,282. 555	3	2,661 089	3	3,039 622	3	3,418. 155
4	15. 1413	4	393. 675	4	772. 208	4	1,150. 741	4	1,529. 274	4	1,907. 807	4	2,286. 341	4	2,664. 874	4	3,043. 407	4	3,421. 940
5	18. 9267	5	397. 460	5	775 993	5	1,154 526	5	1,533 060	5	1,911. 593	5	2,290. 126	5	2,668. 659	5	3,047. 193	5	3,425. 726
6	22. 7120	6	401. 245	6	779. 778	6	1,158 312	6	1,536 845	6	1,915 378	6	2,293. 911	6	2,672. 445	6	3,050 978	6	3,429. 511
7	26. 4973	7	405. 031	7	783. 564	7	1,162. 097	7	1,540. 630	7	1,919. 163	7	2,297 697	7	2,676. 230	7	3,054 763	7	3,433. 296
8	30. 2827	8	408 816	8	787. 249	8	1,165 882	8	1,544. 416	8	1,922. 949	8	2,301. 482	8	2,680. 015	8	3,058. 548	8	3,437. 082
9	34. 0680	9	412. 601	9	791. 134	9	1,169. 668	9	1,548. 201	9	1,926. 734	9	2,305. 267	9	2,683 801	9	3,062. 334	9	3,440. 867
10	37. 8533	110	416. 387	210	794 920	310	1,173. 453	410	1,551. 986	510	1,930 519	610	2,309. 053	710	2,687 586	810	3,066 119	910	3,444. 652
1	41. 6387	1	420. 172	1	798 705	1	1,177. 238	1	1,555 772	1	1,934. 305	1	2,312. 838	1	2,691 371	1	3,069 904	1	3,448. 438
2	45. 4240	2	423 957	2	802. 490	2	1,181. 024	2	1,559 557	2	1,938 090	2	2,316. 623	2	2,695. 157	2	3,073. 690	2	3,452. 223
3	49. 2093	3	427. 743	3	806 276	3	1,184 809	3	1,563 342	3	1,941 875	3	2,320 409	3	2,698. 942	3	3,077. 475	3	3,456. 008
4	52. 9947	4	431. 528	4	810. 061	4	1,188. 594	4	1,567 128	4	1,945 661	4	2,324. 194	4	2,702. 727	4	3,081. 260	4	3,459. 794
5	56. 7800	5	435. 313	5	813. 846	5	1,192 380	5	1,570 913	5	1,949 446	5	2,327 979	5	2,706 513	5	3,085 046	5	3,463. 579
6	60. 5653	6	439 099	6	817. 632	6	1,196 165	6	1,574 698	6	1,953 231	6	2,331 765	6	2,710. 298	6	3,088 831	6	3,467. 364
7	64 3506	7	442. 884	7	821 417	7	1,199. 950	7	1,578. 484	7	1,957 017	7	2,335 550	7	2,714 083	7	3,092. 616	7	3,471. 150
8	68. 1360	8	446. 669	8	825. 202	8	1,203 736	8	1,582. 269	8	1,960 802	8	2,339 335	8	2,717. 869	8	3,096. 402	8	3,474. 935
9	71. 9213	9	450 455	9	828. 988	9	1,207. 521	9	1,586 054	9	1,964 587	9	2,343. 121	9	2,721. 654	9	3,100. 187	9	3,478. 720
20	75. 7066	120	454 240	220	832. 773	320	1,211. 306	420	1,589 840	520	1,968. 373	620	2,346. 906	720	2,725. 439	820	3,103 972	920	3,482. 506
1	79. 4920	1	458 025	1	836. 558	1	1,215 092	1	1,593. 625	1	1,972 158	1	2,350. 691	1	2,729. 225	1	3,107. 758	1	3,486. 291
2	83 2773	2	461. 811	2	840 344	2	1,218. 877	2	1,597 410	2	1,975 943	2	2,354. 477	2	2,733. 010	2	3,111. 543	2	3,490. 076
3	87 0626	3	465. 596	3	844. 129	3	1,222 662	3	1,601 196	3	1,979 729	3	2,358 262	3	2,736. 795	3	3,115. 328	3	3,493. 862
4	90. 8480	4	469 381	4	847. 914	4	1,226. 448	4	1,604 981	4	1,983 514	4	2,362. 047	4	2,740. 581	4	3,119. 114	4	3,497. 647
5	94 6333	5	473 167	5	851 700	5	1,230 233	5	1,608 766	5	1,987 299	5	2,365 833	5	2,744 366	5	3,122 899	5	3,501. 432
6	98. 4186	6	476. 952	6	855 485	6	1,234. 018	6	1,612. 552	6	1,991 085	6	2,369 618	6	2,748. 151	6	3,126. 684	6	3,505 218
7	102. 2040	7	480 737	7	859 270	7	1,237 804	7	1,616 337	7	1,994 870	7	2,373 403	7	2,751. 937	7	3,130. 470	7	3,509. 003
8	105. 9893	8	484 523	8	863 056	8	1,241 589	8	1,620 122	8	1,998 655	8	2,377. 189	8	2,755. 722	8	3,134. 255	8	3,512. 788
9	109. 7746	9	488. 308	9	866. 841	9	1,245 374	9	1,623 908	9	2,002. 441	9	2,380. 974	9	2,759 507	9	3,138. 040	9	3,516. 574
30	113. 5600	130	492. 093	230	870 626	330	1,249 160	430	1,627 693	530	2,006 226	630	2,384 759	730	2,763 293	830	3,141. 826	930	3,520. 359
1	117. 3453	1	495 879	1	874 412	1	1,252 945	1	1,631 478	1	2,010 011	1	2,388 545	1	2,767 078	1	3,145. 611	1	3,524. 144
2	121 1306	2	499. 664	2	878. 197	2	1,256 730	2	1,635 264	2	2,013 797	2	2,392 330	2	2,770. 863	2	3,149. 396	2	3,527. 930
3	124 9160	3	503 449	3	881 982	3	1,260 516	3	1,639 049	3	2,017 582	3	2,396. 115	3	2,774. 649	3	3,153 182	3	3,531. 715
4	128. 7013	4	507 235	4	885. 768	4	1,264 301	4	1,642. 834	4	2,021. 367	4	2,399. 901	4	2,778. 434	4	3,156. 967	4	3,535. 500
5	132. 4866	5	511. 020	5	889 553	5	1,268 086	5	1,646 620	5	2,025 153	5	2,403 686	5	2,782. 219	5	3,160 752	5	3,539. 286
6	136. 2720	6	514. 805	6	893 338	6	1,271 872	6	1,650 405	6	2,028 938	6	2,407 471	6	2,786. 005	6	3,164 538	6	3,543. 071
7	140 0573	7	518 591	7	897. 124	7	1,275 657	7	1,654 190	7	2,032 723	7	2,411 257	7	2,789 790	7	3,168. 323	7	3,546. 856
8	143. 8426	8	522. 376	8	900 909	8	1,279. 442	8	1,657. 976	8	2,036 509	8	2,415. 042	8	2,793. 575	8	3,172. 108	8	3,550. 642
9	147. 6280	9	526. 161	9	904. 694	9	1,283 228	9	1,661. 761	9	2,040 294	9	2,418. 827	9	2,797. 361	9	3,175. 894	9	3,554. 427
40	151. 4133	140	529. 947	240	908. 480	340	1,287. 013	440	1,665. 546	540	2,044 079	640	2,422. 613	740	2,801 146	840	3,179. 679	940	3,558. 212
1	155. 1986	1	533. 732	1	912 265	1	1,290. 798	1	1,669 332	1	2,047 865	1	2,426. 398	1	2,804. 931	1	3,183. 464	1	3,561. 998
2	158 9840	2	537. 517	2	916 050	2	1,294 584	2	1,673 117	2	2,051. 650	2	2,430 183	2	2,808 717	2	3,187. 250	2	3,565. 783
3	162 7693	3	541. 303	3	919 836	3	1,298 369	3	1,676 902	3	2,055 435	3	2,433 969	3	2,812 502	3	3,191. 035	3	3,569. 568
4	166 5546	4	545. 088	4	923 621	4	1,302. 154	4	1,680. 688	4	2,059 221	4	2,437. 754	4	2,816. 287	4	3,194. 820	4	3,573. 354
5	170. 3400	5	548. 873	5	927 406	5	1,305. 940	5	1,684 473	5	2,063 006	5	2,441 539	5	2,820 073	5	3,198. 606	5	3,577. 139
6	174 1253	6	552 659	6	931. 192	6	1,309. 725	6	1,688 258	6	2,066. 791	6	2,445 325	6	2,823. 858	6	3,202 391	6	3,580. 924
7	177. 9106	7	556 444	7	934 977	7	1,313. 510	7	1,692 044	7	2,070. 577	7	2,449. 110	7	2,827 643	7	3,206. 176	7	3,584. 710
8	181 6960	8	560 229	8	938 762	8	1,317 296	8	1,695 829	8	2,074 362	8	2,452. 895	8	2,831 429	8	3,209. 962	8	3,588. 495
9	185. 4813	9	564. 015	9	942. 548	9	1,321. 081	9	1,699 614	9	2,078. 147	9	2,456. 681	9	2,835. 214	9	3,213. 747	9	3,592. 280

0	189.2666	**150**	567.800	**250**	946.333	**350**	1,324.866	**450**	1,703.400	**550**	2,081 933	**650**	2,460.466	**750**	2,838.999	**850**	3,217.532	**950**	3,596.066
1	193.0519	1	571 585	1	950.118	1	1,328 652	1	1,707.185	1	2,085 718	1	2,464.251	1	2,842.785	1	3,221.318	1	3,599.851
2	196.8373	2	575 371	2	953 904	2	1,332.437	2	1,710 970	2	2,089 503	2	2,468.037	2	2,846.570	2	3,225.103	2	3,603.636
3	200.6226	3	579 156	3	957.689	3	1,336.222	3	1,714 756	3	2,093.289	3	2,471.822	3	2,850.355	3	3,228.888	3	3,607.422
4	204.4079	4	582 941	4	961 474	4	1,340 008	4	1,718.541	4	2,097.074	4	2,475.607	4	2,854.141	4	3,232.674	4	3,611.207
5	208.1933	5	586 727	5	965 260	5	1,343 793	5	1,722 326	5	2,100 859	5	2,479 393	5	2,857.926	5	3,236.459	5	3,614.992
6	211.9786	6	590 512	6	969 045	6	1,347.578	6	1,726 112	6	2,104 645	6	2,483.178	6	2,861 711	6	3,240.244	6	3,618.778
7	215.7639	7	594.297	7	972 830	7	1,351 364	7	1,729 897	7	2,108 430	7	2,486 963	7	2,865 497	7	3,244.030	7	3,622.563
8	219 5493	8	598 083	8	976 616	8	1,355 149	8	1,733 682	8	2,112 215	8	2,490.749	8	2,869 282	8	3,247.815	8	3,626.348
9	223.3346	9	601.868	9	980.401	9	1,358.934	9	1,737 468	9	2,116 001	9	2,494 534	9	2,873.067	9	3,251.600	9	3,630.134
60	227.1199	**160**	605 653	**260**	984.186	**360**	1,362.720	**460**	1,741 253	**560**	2,119.786	**660**	2,498.319	**760**	2,876.853	**860**	3,255.386	**960**	3,633 919
1	230.9053	1	609.438	1	987 972	1	1,366 525	1	1,745 038	1	2,123.571	1	2,502.105	1	2,880 638	1	3,259.171	1	3,637.704
2	234 6906	2	613.224	2	991 757	2	1,370 290	2	1,748 824	2	2,127 357	2	2,505.890	2	2,884 423	2	3,262.956	2	3,641.490
3	238.4759	3	617 009	3	995 542	3	1,374 076	3	1,752 609	3	2,131.142	3	2,509.675	3	2,888.209	3	3,266.742	3	3,645.275
4	242.2613	4	620.794	4	999.328	4	1,377 861	4	1,756 394	4	2,134 927	4	2,513 461	4	2,891.994	4	3,270.527	4	3,649.060
5	246.0466	5	624.580	5	1,003 113	5	1,381 646	5	1,760 180	5	2,138.713	5	2,517 246	5	2,895 779	5	3,274.312	5	3,652.846
6	249.8319	6	628 365	6	1,006 898	6	1,385 432	6	1,763 965	6	2,142.498	6	2,521.031	6	2,899.565	6	3,278.098	6	3,656.631
7	253.6173	7	632 150	7	1,010 684	7	1,389 217	7	1,767 750	7	2,146.283	7	2,524.817	7	2,903.350	7	3,281.883	7	3,660.416
8	257.4026	8	635 936	8	1,014.469	8	1,393 002	8	1,771 536	8	2,150 069	8	2,528 602	8	2,907.135	8	3,285.668	8	3,664.202
9	261.1879	9	639.721	9	1,018 254	9	1,396 788	9	1,775 321	9	2,153 854	9	2,532.387	9	2,910.921	9	3,289.454	9	3,667.987
70	264.9733	**170**	643 506	**270**	1,022.040	**370**	1,400 573	**470**	1,779 106	**570**	2,157 639	**670**	2,536 173	**770**	2,914.706	**870**	3,293 239	**970**	3,671.772
1	268.7586	1	647 292	1	1,025 825	1	1,404 358	1	1,782 892	1	2,161.425	1	2,539.958	1	2,918.491	1	3,297.024	1	3,675.558
2	272.5439	2	651 077	2	1,029 610	2	1,408 144	2	1,786 677	2	2,165.210	2	2,543.743	2	2,922.277	2	3,300 810	2	3,679.343
3	276.3293	3	654 862	3	1,033 396	3	1,411 929	3	1,790.462	3	2,168.995	3	2,547 529	3	2,926 062	3	3,304 595	3	3,683.128
4	280.1146	4	658.648	4	1,037 181	4	1,415 714	4	1,794.248	4	2,172.781	4	2,551.314	4	2,929.847	4	3,308.380	4	3,686.914
5	283.8999	5	662.433	5	1,040 966	5	1,419 500	5	1,798 033	5	2,176 566	5	2,555 099	5	2,933.633	5	3,312.166	5	3,690.699
6	287 6853	6	666 218	6	1,044 752	6	1,423 285	6	1,801 818	6	2,180 351	6	2,558 885	6	2,937 418	6	3,315 951	6	3,694.484
7	291 4706	7	670 004	7	1,048 537	7	1,427.070	7	1,805 604	7	2,184 137	7	2,562.670	7	2,941.203	7	3,319.736	7	3,698 270
8	295 2559	8	673 789	8	1,052 322	8	1,430 856	8	1,809 389	8	2,187 922	8	2,566.455	8	2,944 989	8	3,323.522	8	3,702.055
9	299.0413	9	677.574	9	1,056 108	9	1,434 641	9	1,813.174	9	2,191.707	9	2,570 241	9	2,948.774	9	3,327.307	9	3,705.840
80	302.8266	**180**	681 360	**280**	1,059.893	**380**	1,438 426	**480**	1,816 960	**580**	2,195.493	**680**	2,574 026	**780**	2,952 559	**880**	3,331.092	**980**	3,709.626
1	306.6119	1	685 145	1	1,063 678	1	1,442 212	1	1,820.745	1	2,199 278	1	2,577.811	1	2,956 345	1	3,334.878	1	3,713.411
2	310 3972	2	688 930	2	1,067 464	2	1,445 997	2	1,824 530	2	2,203.063	2	2,581.597	2	2,960 130	2	3,338.663	2	3,717.196
3	314 1826	3	692 716	3	1,071 249	3	1,449 782	3	1,828 316	3	2,206 849	3	2,585 382	3	2,963.915	3	3,342.448	3	3,720.982
4	317.9679	4	696 501	4	1,075 034	4	1,453 568	4	1,832 101	4	2,210.634	4	2,589.167	4	2,967.701	4	3,346.234	4	3,724.767
5	321 7532	5	700 286	5	1,078.820	5	1,457 353	5	1,835 886	5	2,214 419	5	2,592.953	5	2,971 486	5	3,350 019	5	3,728.552
6	325.5386	6	704 072	6	1,082 605	6	1,461.138	6	1,839 671	6	2,218 205	6	2,596.738	6	2,975 271	6	3,353.804	6	3,732.338
7	329 3239	7	707 857	7	1,086 390	7	1,464 924	7	1,843 457	7	2,221.990	7	2,600.523	7	2,979 057	7	3,357 590	7	3,736.123
8	333.1092	8	711.642	8	1,090.176	8	1,468 709	8	1,847 242	8	2,225 775	8	2,604 309	8	2,982 842	8	3,361 375	8	3,739.908
9	336 8946	9	715.428	9	1,093 961	9	1,472 494	9	1,851.027	9	2,229.561	9	2,608 094	9	2,986 627	9	3,365 160	9	3,743.694
90	340 6799	**190**	719 213	**290**	1,097 746	**390**	1,476 280	**490**	1,854 813	**590**	2,233 346	**690**	2,611.879	**790**	2,990 413	**890**	3,368.946	**990**	3,747.479
1	344 4652	1	722.998	1	1,101.532	1	1,480 065	1	1,858.598	1	2,237 131	1	2,615.665	1	2,994 198	1	3,372.731	1	3,751.264
2	348 2506	2	726.784	2	1,105 317	2	1,483 850	2	1,862.383	2	2,240 917	2	2,619 450	2	2,997 983	2	3,376.516	2	3,755.050
3	352 0359	3	730 569	3	1,109 102	3	1,487.636	3	1,866 169	3	2,244 702	3	2,623 235	3	3,001 769	3	3,380 302	3	3,758.835
4	355 8212	4	734 354	4	1,112 888	4	1,491.421	4	1,869 954	4	2,248.487	4	2,627 021	4	3,005.554	4	3,384 087	4	3,762.620
5	359 6066	5	738 140	5	1,116 673	5	1,495 206	5	1,873 739	5	2,252 273	5	2,630 806	5	3,009 339	5	3,387 872	5	3,766.406
6	363 3919	6	741 925	6	1,120 458	6	1,498 992	6	1,877 525	6	2,256 058	6	2,634 591	6	3,013 125	6	3,391.658	6	3,770.191
7	367 1772	7	745 710	7	1,124 244	7	1,502 777	7	1,881.310	7	2,259.843	7	2,638 377	7	3,016 910	7	3,395 443	7	3,773.976
8	370.9626	8	749 496	8	1,128.029	8	1,506 562	8	1,885 095	8	2,263.629	8	2,642 162	8	3,020 695	8	3,399 228	8	3,777.762
9	374.7479	9	753.281	9	1,131 814	9	1,510 348	9	1,888 881	9	2,267.414	9	2,645.947	9	3,024.481	9	3,403.014	9	3,781.547

CAPACITY—LITERS TO GALLONS

[Reduction factor. 1 liter=0.26417760 gallons]

Liters	Gallons	Liters	Gallons	Liters	Gallons	Liters	Gallons	Liters	Gallons	Liters	Gallons	Liters	Gallons	Liters	Gallons	Liters	Gallons
0		**100**	26.4178	**200**	52.8355	**300**	79.2533	**400**	105.6710	**500**	132.0888	**600**	158.5066	**700**	184.9243	**800**	211.3421	**900**	237.7598
1	0.26418	1	26.6819	1	53.0997	1	79.5175	1	105.9352	1	132.3530	1	158.7707	1	185.1885	1	211.6063	1	238.0240
2	0.52836	2	26.9461	2	53.3639	2	79.7816	2	106.1994	2	132.6172	2	159.0349	2	185.4527	2	211.8704	2	238.2882
3	0.79253	3	27.2103	3	53.6281	3	80.0458	3	106.4636	3	132.8813	3	159.2991	3	185.7169	3	212.1346	3	238.5524
4	1.05671	4	27.4745	4	53.8922	4	80.3100	4	106.7278	4	133.1455	4	159.5633	4	185.9810	4	212.3988	4	238.8166
5	1.32089	5	27.7386	5	54.1564	5	80.5742	5	106.9919	5	133.4097	5	159.8274	5	186.2452	5	212.6630	5	239.0807
6	1.58507	6	28.0028	6	54.4206	6	80.8383	6	107.2561	6	133.6739	6	160.0916	6	186.5094	6	212.9271	6	239.3449
7	1.84924	7	28.2670	7	54.6848	7	81.1025	7	107.5203	7	133.9380	7	160.3558	7	186.7736	7	213.1913	7	239.6091
8	2.11342	8	28.5312	8	54.9489	8	81.3667	8	107.7845	8	134.2022	8	160.6200	8	187.0377	8	213.4555	8	239.8733
9	2.37760	9	28.7954	9	55.2131	9	81.6309	9	108.0486	9	134.4664	9	160.8842	9	187.3019	9	213.7197	9	240.1374
10	2.64178	**110**	29.0595	**210**	55.4773	**310**	81.8951	**410**	108.3128	**510**	134.7306	**610**	161.1483	**710**	187.5661	**810**	213.9839	**910**	240.4016
1	2.90595	1	29.3237	1	55.7415	1	82.1592	1	108.5770	1	134.9948	1	161.4125	1	187.8303	1	214.2480	1	240.6658
2	3.17013	2	29.5879	2	56.0057	2	82.4234	2	108.8412	2	135.2589	2	161.6767	2	188.0945	2	214.5122	2	240.9300
3	3.43431	3	29.8521	3	56.2698	3	82.6876	3	109.1053	3	135.5231	3	161.9409	3	188.3586	3	214.7764	3	241.1941
4	3.69849	4	30.1162	4	56.5340	4	82.9518	4	109.3695	4	135.7873	4	162.2050	4	188.6228	4	215.0406	4	241.4583
5	3.96266	5	30.3804	5	56.7982	5	83.2159	5	109.6337	5	136.0515	5	162.4692	5	188.8870	5	215.3047	5	241.7225
6	4.22684	6	30.6446	6	57.0624	6	83.4801	6	109.8979	6	136.3156	6	162.7334	6	189.1512	6	215.5689	6	241.9867
7	4.49102	7	30.9088	7	57.3265	7	83.7443	7	110.1621	7	136.5798	7	162.9976	7	189.4153	7	215.8331	7	242.2509
8	4.75520	8	31.1730	8	57.5907	8	84.0085	8	110.4262	8	136.8440	8	163.2618	8	189.6795	8	216.0973	8	242.5150
9	5.01937	9	31.4371	9	57.8549	9	84.2727	9	110.6904	9	137.1082	9	163.5259	9	189.9437	9	216.3615	9	242.7792
20	5.28355	**120**	31.7013	**220**	58.1191	**320**	84.5368	**420**	110.9546	**520**	137.3724	**620**	163.7901	**720**	190.2079	**820**	216.6256	**920**	243.0434
1	5.54773	1	31.9655	1	58.3832	1	84.8010	1	111.2188	1	137.6365	1	164.0543	1	190.4720	1	216.8898	1	243.3076
2	5.81191	2	32.2297	2	58.6474	2	85.0652	2	111.4829	2	137.9007	2	164.3185	2	190.7362	2	217.1540	2	243.5717
3	6.07608	3	32.4938	3	58.9116	3	85.3294	3	111.7471	3	138.1649	3	164.5826	3	191.0004	3	217.4182	3	243.8359
4	6.34026	4	32.7580	4	59.1758	4	85.5935	4	112.0113	4	138.4291	4	164.8468	4	191.2646	4	217.6823	4	244.1001
5	6.60444	5	33.0222	5	59.4400	5	85.8577	5	112.2755	5	138.6932	5	165.1110	5	191.5288	5	217.9465	5	244.3643
6	6.86862	6	33.2864	6	59.7041	6	86.1219	6	112.5397	6	138.9574	6	165.3752	6	191.7929	6	218.2107	6	244.6285
7	7.13280	7	33.5506	7	59.9683	7	86.3861	7	112.8038	7	139.2216	7	165.6394	7	192.0571	7	218.4749	7	244.8926
8	7.39697	8	33.8147	8	60.2325	8	86.6503	8	113.0680	8	139.4858	8	165.9035	8	192.3213	8	218.7391	8	245.1568
9	7.66115	9	34.0789	9	60.4967	9	86.9144	9	113.3322	9	139.7500	9	166.1677	9	192.5855	9	219.0032	9	245.4210
30	7.92533	**130**	34.3431	**230**	60.7608	**330**	87.1786	**430**	113.5964	**530**	140.0141	**630**	166.4319	**730**	192.8496	**830**	219.2674	**930**	245.6852
1	8.18951	1	34.6073	1	61.0250	1	87.4428	1	113.8605	1	140.2783	1	166.6961	1	193.1138	1	219.5316	1	245.9493
2	8.45368	2	34.8714	2	61.2892	2	87.7070	2	114.1247	2	140.5425	2	166.9602	2	193.3780	2	219.7958	2	246.2135
3	8.71786	3	35.1356	3	61.5534	3	87.9711	3	114.3889	3	140.8067	3	167.2244	3	193.6422	3	220.0599	3	246.4777
4	8.98204	4	35.3998	4	61.8176	4	88.2353	4	114.6531	4	141.0708	4	167.4886	4	193.9064	4	220.3241	4	246.7419
5	9.24622	5	35.6640	5	62.0817	5	88.4995	5	114.9173	5	141.3350	5	167.7528	5	194.1705	5	220.5883	5	247.0061
6	9.51039	6	35.9282	6	62.3459	6	88.7637	6	115.1814	6	141.5992	6	168.0170	6	194.4347	6	220.8525	6	247.2702
7	9.77457	7	36.1923	7	62.6101	7	89.0279	7	115.4456	7	141.8634	7	168.2811	7	194.6989	7	221.1167	7	247.5344
8	10.03875	8	36.4565	8	62.8743	8	89.2920	8	115.7098	8	142.1275	8	168.5453	8	194.9631	8	221.3808	8	247.7986
9	10.30293	9	36.7207	9	63.1384	9	89.5562	9	115.9740	9	142.3917	9	168.8095	9	195.2272	9	221.6450	9	248.0628
40	10.56710	**140**	35.9849	**240**	63.4026	**340**	89.8204	**440**	116.2381	**540**	142.6559	**640**	169.0737	**740**	195.4914	**840**	221.9092	**940**	248.3269
1	10.83128	1	37.2490	1	63.6668	1	90.0846	1	116.5023	1	142.9201	1	169.3378	1	195.7556	1	222.1734	1	248.5911
2	11.09546	2	37.5132	2	63.9310	2	90.3487	2	116.7665	2	143.1843	2	169.6020	2	196.0198	2	222.4375	2	248.8553
3	11.35964	3	37.7774	3	64.1952	3	90.6129	3	117.0307	3	143.4484	3	169.8662	3	196.2840	3	222.7017	3	249.1195
4	11.62381	4	38.0416	4	64.4593	4	90.8771	4	117.2949	4	143.7126	4	170.1304	4	196.5481	4	222.9659	4	249.3837
5	11.88799	5	38.3058	5	64.7235	5	91.1413	5	117.5590	5	143.9768	5	170.3946	5	196.8123	5	223.2301	5	249.6478
6	12.15217	6	38.5699	6	64.9877	6	91.4054	6	117.8232	6	144.2410	6	170.6587	6	197.0765	6	223.4942	6	249.9120
7	12.41635	7	38.8341	7	65.2519	7	91.6696	7	118.0874	7	144.5051	7	170.9229	7	197.3407	7	223.7584	7	250.1762
8	12.68052	8	39.0983	8	65.5160	8	91.9338	8	118.3516	8	144.7693	8	171.1871	8	197.6048	8	224.0226	8	250.4404
9	12.94470	9	39.3625	9	65.7802	9	92.1980	9	118.6157	9	145.0335	9	171.4513	9	197.8690	9	224.2868	9	250.7045

50	13. 20888	150	39 6266	250	66. 0444	350	92. 4622	450	118 8799	550	145 2977	650	171 7154	750	198. 1332	850	224 5510	950	250. 9687
1	13. 47306	1	39 8908	1	66 3086	1	92 7263	1	119 1441	1	145 5619	1	171 9796	1	198 3974	1	224. 8151	1	251. 2329
2	13. 73724	2	40 1550	2	66 5728	2	92. 9905	2	119 4083	2	145 8260	2	172. 2438	2	198 6616	2	225. 0793	2	251. 4971
3	14. 00141	3	40 4192	3	66 8369	3	93 2547	3	119 6725	3	146 0902	3	172 5080	3	198 9257	3	225 3435	3	251. 7613
4	14. 26559	4	40. 6834	4	67 1011	4	93 5189	4	119 9366	4	146 3544	4	172. 7722	4	199. 1899	4	225 6077	4	252. 0254
5	14. 52977	5	40. 9475	5	67. 3653	5	93 7830	5	120 2008	5	146 6186	5	173 0363	5	199 4541	5	225 8718	5	252. 2896
6	14. 79395	6	41 2117	6	67 6295	6	94 0472	6	120 4650	6	146 8827	6	173 3005	6	199 7183	6	226 1360	6	252. 5538
7	15 05812	7	41. 4759	7	67 8936	7	94 3114	7	120 7292	7	147. 14o9	7	173 5647	7	199 9824	7	226 4002	7	252 8180
8	15. 32230	8	41. 7401	8	68 1578	8	94 5756	8	120 9933	8	147. 4111	8	173 8289	8	200 2466	8	226. 6644	8	253 0821
9	15. 58648	9	42. 0042	9	68 4220	9	94 8398	9	121 2575	9	147. 6753	9	174 0930	9	200 5108	9	226 9286	9	253. 3463
60	15. 85066	160	42. 2684	260	68 6862	360	95. 1039	460	121 5217	560	147 9395	660	174 3572	760	200 7750	860	227. 1927	960	253. 6105
1	16. 11483	1	42 5326	1	68 9504	1	95 3681	1	121 7859	1	148 2036	1	174 6214	1	201 0392	1	227 4569	1	253. 8747
2	16. 37901	2	42 7968	2	69 2145	2	95 6323	2	122 0501	2	148 4678	2	174 8856	2	201 3033	2	227 7211	2	254. 1389
3	16. 64319	3	43 0609	3	69 4787	3	95 8965	3	122 3142	3	148 7320	3	175. 1497	3	201 5675	3	227. 9853	3	254. 4030
4	16 90737	4	43 3251	4	69 7429	4	96 1606	4	122 5784	4	148. 9962	4	175 4139	4	201 8317	4	228. 2494	4	254. 6672
5	17. 17154	5	43 5893	5	70 0071	5	96 4248	5	122 8426	5	149 2603	5	175 6781	5	202 0959	5	228. 5136	5	254. 9314
6	17. 43572	6	43 8535	6	70 2712	6	96 6890	6	123 1068	6	149 5245	6	175 9423	6	202 3600	6	228 7778	6	255. 1956
7	17. 69990	7	44 1177	7	70 5354	7	96 9532	7	123 3709	7	149 7887	7	176. 2065	7	202 6242	7	229 0420	7	255. 4597
8	17. 96408	8	44. 3818	8	70. 7996	8	97 2174	8	123 6351	8	150 0529	8	176 4706	8	202. 8884	8	229. 3062	8	255. 7239
9	18. 22825	9	44. 6460	9	71. 0638	9	97. 4815	9	123. 8993	9	150. 3171	9	176. 7348	9	203. 1526	9	229. 5703	9	255. 9881
70	18. 49243	170	44. 9102	270	71 3280	370	1,400 573	470	124 1635	570	150 5812	670	176. 9990	770	203. 4168	870	229. 8345	970	256. 2523
1	18. 75661	1	45. 1744	1	71. 5921	1	1,404 358	1	124. 4276	1	150 8454	1	177. 2632	1	203 6809	1	230 0987	1	256. 5164
2	19. 02079	2	45. 4385	2	71 8563	2	1,408 144	2	124 6918	2	151. 1096	2	177. 5273	2	203. 9451	2	230 3629	2	256. 7806
3	19. 28496	3	45. 7027	3	72. 1205	3	1,411 929	3	124. 9560	3	151 3738	3	177. 7915	3	204 2093	3	230 6270	3	257. 0448
4	19. 54914	4	45. 9669	4	72. 3847	4	1,415 714	4	125 2202	4	151 6379	4	178 0557	4	204 4735	4	230 8912	4	257 3090
5	19. 81332	5	46 2311	5	72 6488	5	1,419 500	5	125. 4844	5	151. 9021	5	178. 3199	5	204 7376	5	231 1554	5	257. 5732
6	20. 07750	6	46 4953	6	72 9130	6	1,423 285	6	125. 7485	6	152. 1663	6	178. 5841	6	205 0018	6	231 4196	6	257 8373
7	20. 34168	7	46. 7594	7	73. 1772	7	1,427 070	7	126 0127	7	152. 4305	7	178. 8482	7	205 2660	7	231 6838	7	258. 1015
8	20. 60585	8	47. 0236	8	73. 4414	8	1,430 856	8	126. 2769	8	152. 6947	8	179. 1124	8	205. 5302	8	231 9479	8	258 3657
9	20. 87003	9	47. 2878	9	73. 7056	9	1,434. 641	9	126. 5411	9	152. 9588	9	179. 3766	9	205. 7944	9	232 2121	9	258 6299
80	21. 13421	180	47. 5520	280	73. 9697	380	1,438 426	480	126 8052	580	153. 2230	680	179. 6408	780	206. 0585	880	232 4763	980	258. 8940
1	21. 39839	1	47. 8161	1	74 2339	1	1,442 212	1	127. 0694	1	153. 4872	1	179. 9049	1	206. 3227	1	232 7405	1	259. 1582
2	21 66256	2	48. 0803	2	74. 4981	2	1,445 997	2	127 3336	2	153. 7514	2	180. 1691	2	206 5869	2	233 0046	2	259 4224
3	21. 92674	3	48. 3445	3	74 7623	3	1,449 782	3	127. 5978	3	154 0155	3	180 4333	3	206 8511	3	233. 2688	3	259. 6866
4	22. 19092	4	48. 6087	4	75. 0264	4	1,453 568	4	127 8620	4	154 2797	4	180 6975	4	207 1152	4	233. 5330	4	259. 9508
5	22. 45510	5	48. 8729	5	75. 2906	5	1,457 353	5	128. 1261	5	154 5439	5	180 9617	5	207. 3794	5	233 7972	5	260 2149
6	22 71927	6	49. 1370	6	75 5548	6	1,461 138	6	128 3903	6	154. 8081	6	181. 2258	6	207 6436	6	234 0614	6	260. 4791
7	22. 98345	7	49. 4012	7	75 8190	7	1,464 924	7	128 6545	7	155 0723	7	181 4900	7	207 9078	7	234 3255	7	260. 7433
8	23. 24763	8	49. 6654	8	76 0831	8	1,468. 709	8	128. 9187	8	155 3364	8	181. 7542	8	208. 1719	8	234. 5897	8	261 0075
9	23. 51181	9	49. 9296	9	76. 3473	9	1,472 494	9	129. 1828	9	155. 6006	9	182. 0184	9	208. 4361	9	234 8539	9	261 2716
90	23. 77598	190	50 1937	290	76. 6115	390	1,476 280	490	129. 4470	590	155. 8648	690	182. 2825	790	208. 7003	890	235. 1181	990	261 5358
1	24. 04016	1	50. 4579	1	76 8757	1	1,480 065	1	129. 7112	1	156 1290	1	182. 5467	1	208. 9645	1	235. 3822	1	261 8000
2	24. 30434	2	50. 7221	2	77 1399	2	1,483 850	2	129 9754	2	156 3931	2	182 8109	2	209 2287	2	235 6464	2	262 0642
3	24 56852	3	50 9863	3	77. 4040	3	1,487. 636	3	130. 2396	3	156 6573	3	183 0751	3	209 4928	3	235. 9106	3	262 3284
4	24. 83269	4	51. 2505	4	77 6682	4	1,491 421	4	130. 5037	4	156 9215	4	183. 3393	4	209 7570	4	236 1748	4	262 5925
5	25. 09687	5	51. 5146	5	77. 9324	5	1,495. 206	5	130. 7679	5	157. 1857	5	183 6034	5	210 0212	5	236 4390	5	262 8567
6	25 36105	6	51. 7788	6	78. 1966	6	1,498 992	6	131. 0321	6	157 4498	6	183. 8676	6	210 2854	6	236 7031	6	263 1209
7	25 62523	7	52 0430	7	78. 4607	7	1,502 777	7	131. 2963	7	157 7140	7	184 1318	7	210 5495	7	236 9673	7	263 3851
8	25 88940	8	52 3072	8	78. 7249	8	1,506. 562	8	131. 5604	8	157 9782	8	184 3960	8	210 8137	8	237. 2315	8	263 6492
9	26. 15358	9	52. 5713	9	78. 9891	9	1,510 348	9	131. 8246	9	158. 2424	9	184 6601	9	211 0779	9	237 4957	9	263. 9134

MASS—AVOIRDUPOIS POUNDS TO KILOGRAMS

[Reduction factor: 1 avoirdupois pound = 0.4535924277 kilogram]

Pounds	Kilos	Pounds	Kilos	Pounds	Kilos	Pounds	Kilos	Pounds	Kilos	Pounds	Kilos	Pounds	Kilos	Pounds	Kilos	Pounds	Kilos
0		**100**	45.35924	**200**	90.71849	**300**	136.07773	**400**	181.43697	**500**	226.79621	**600**	272.15546	**700**	317.51470	**800**	362.87394	**900**	408.23318
1	0.45359	1	45.81284	1	91.17208	1	136.53132	1	181.89056	1	227.24981	1	272.60905	1	317.96829	1	363.32753	1	408.68678
2	.90718	2	46.26643	2	91.62567	2	136.98491	2	182.34416	2	227.70340	2	273.06264	2	318.42188	2	363.78113	2	409.14037
3	1.36078	3	46.72002	3	92.07926	3	137.43851	3	182.79775	3	228.15699	3	273.51623	3	318.87548	3	364.23472	3	409.59396
4	1.81437	4	47.17361	4	92.53286	4	137.89210	4	183.25134	4	228.61058	4	273.96983	4	319.32907	4	364.68831	4	410.04755
5	2.26796	5	47.62720	5	92.98645	5	138.34569	5	183.70493	5	229.06418	5	274.42342	5	319.78266	5	365.14190	5	410.50115
6	2.72155	6	48.08080	6	93.44004	6	138.79928	6	184.15853	6	229.51777	6	274.87701	6	320.23625	6	365.59550	6	410.95474
7	3.17515	7	48.53439	7	93.89363	7	139.25288	7	184.61212	7	229.97136	7	275.33060	7	320.68985	7	366.04909	7	411.40833
8	3.62874	8	48.98798	8	94.34722	8	139.70647	8	185.06571	8	230.42495	8	275.78420	8	321.14344	8	366.50268	8	411.86192
9	4.08233	9	49.44157	9	94.80082	9	140.16006	9	185.51930	9	230.87855	9	276.23779	9	321.59703	9	366.95627	9	412.31552
10	4.53592	**110**	49.89517	**210**	95.25441	**310**	140.61365	**410**	185.97290	**510**	231.33214	**610**	276.69138	**710**	322.05062	**810**	367.40987	**910**	412.76911
1	4.98952	1	50.34876	1	95.70800	1	141.06725	1	186.42649	1	231.78573	1	277.14497	1	322.50422	1	367.86346	1	413.22270
2	5.44311	2	50.80235	2	96.16159	2	141.52084	2	186.88008	2	232.23932	2	277.59857	2	322.95781	2	368.31705	2	413.67629
3	5.89670	3	51.25594	3	96.61519	3	141.97443	3	187.33367	3	232.69292	3	278.05216	3	323.41140	3	368.77064	3	414.12989
4	6.35029	4	51.70954	4	97.06878	4	142.42802	4	187.78727	4	233.14651	4	278.50575	4	323.86499	4	369.22424	4	414.58348
5	6.80389	5	52.16313	5	97.52237	5	142.88161	5	188.24086	5	233.60010	5	278.95934	5	324.31859	5	369.67783	5	415.03707
6	7.25748	6	52.61672	6	97.97596	6	143.33521	6	188.69445	6	234.05369	6	279.41294	6	324.77218	6	370.13142	6	415.49066
7	7.71107	7	53.07031	7	98.42956	7	143.78880	7	189.14804	7	234.50729	7	279.86653	7	325.22577	7	370.58501	7	415.94426
8	8.16466	8	53.52391	8	98.88315	8	144.24239	8	189.60163	8	234.96088	8	280.32012	8	325.67936	8	371.03861	8	416.39785
9	8.61826	9	53.97750	9	99.33674	9	144.69598	9	190.05523	9	235.41447	9	280.77371	9	326.13296	9	371.49220	9	416.85144
20	9.07185	**120**	54.43109	**220**	99.79033	**320**	145.14958	**420**	190.50882	**520**	235.86806	**620**	281.22731	**720**	326.58655	**820**	371.94579	**920**	417.30503
1	9.52544	1	54.88468	1	100.24393	1	145.60317	1	190.96241	1	236.32165	1	281.68090	1	327.04014	1	372.39938	1	417.75863
2	9.97903	2	55.33828	2	100.69752	2	146.05676	2	191.41600	2	236.77525	2	282.13449	2	327.49373	2	372.85298	2	418.21222
3	10.43263	3	55.79187	3	101.15111	3	146.51035	3	191.86960	3	237.22884	3	282.58808	3	327.94733	3	373.30657	3	418.66581
4	10.88622	4	56.24546	4	101.60470	4	146.96395	4	192.32319	4	237.68243	4	283.04167	4	328.40092	4	373.76016	4	419.11940
5	11.33981	5	56.69905	5	102.05830	5	147.41754	5	192.77678	5	238.13602	5	283.49527	5	328.85451	5	374.21375	5	419.57300
6	11.79340	6	57.15265	6	102.51189	6	147.87113	6	193.23037	6	238.58962	6	283.94886	6	329.30810	6	374.66735	6	420.02659
7	12.24700	7	57.60624	7	102.96548	7	148.32472	7	193.68397	7	239.04321	7	284.40245	7	329.76169	7	375.12094	7	420.48018
8	12.70059	8	58.05983	8	103.41907	8	148.77832	8	194.13756	8	239.49680	8	284.85604	8	330.21529	8	375.57453	8	420.93377
9	13.15418	9	58.51342	9	103.87267	9	149.23191	9	194.59115	9	239.95039	9	285.30964	9	330.66888	9	376.02812	9	421.38737
30	13.60777	**130**	58.96702	**230**	104.32626	**330**	149.68550	**430**	195.04474	**530**	240.40399	**630**	285.76323	**730**	331.12247	**830**	376.48171	**930**	421.84096
1	14.06137	1	59.42061	1	104.77985	1	150.13909	1	195.49834	1	240.85758	1	286.21682	1	331.57606	1	376.93531	1	422.29455
2	14.51496	2	59.87420	2	105.23344	2	150.59269	2	195.95193	2	241.31117	2	286.67041	2	332.02966	2	377.38890	2	422.74814
3	14.96855	3	60.32779	3	105.68704	3	151.04628	3	196.40552	3	241.76476	3	287.12401	3	332.48325	3	377.84249	3	423.20174
4	15.42214	4	60.78139	4	106.14063	4	151.49987	4	196.85911	4	242.21836	4	287.57760	4	332.93684	4	378.29608	4	423.65533
5	15.87573	5	61.23498	5	106.59422	5	151.95346	5	197.31271	5	242.67195	5	288.03119	5	333.39043	5	378.74968	5	424.10892
6	16.32933	6	61.68857	6	107.04781	6	152.40706	6	197.76630	6	243.12554	6	288.48478	6	333.84403	6	379.20327	6	424.56251
7	16.78292	7	62.14216	7	107.50141	7	152.86065	7	198.21989	7	243.57913	7	288.93838	7	334.29762	7	379.65686	7	425.01610
8	17.23651	8	62.59576	8	107.95500	8	153.31424	8	198.67348	8	244.03273	8	289.39197	8	334.75121	8	380.11045	8	425.46970
9	17.69010	9	63.04935	9	108.40859	9	153.76783	9	199.12708	9	244.48632	9	289.84556	9	335.20480	9	380.56405	9	425.92329
40	18.14370	**140**	63.50294	**240**	108.86218	**340**	154.22143	**440**	199.58067	**540**	244.93991	**640**	290.29915	**740**	335.65840	**840**	381.01764	**940**	426.37688
1	18.59729	1	63.95653	1	109.31578	1	154.67502	1	200.03426	1	245.39350	1	290.75275	1	336.11199	1	381.47123	1	426.83047
2	19.05088	2	64.41012	2	109.76937	2	155.12861	2	200.48785	2	245.84710	2	291.20634	2	336.56558	2	381.92482	2	427.28407
3	19.50447	3	64.86372	3	110.22296	3	155.58220	3	200.94145	3	246.30069	3	291.65993	3	337.01917	3	382.37842	3	427.73766
4	19.95807	4	65.31731	4	110.67655	4	156.03580	4	201.39504	4	246.75428	4	292.11352	4	337.47277	4	382.83201	4	428.19125
5	20.41166	5	65.77090	5	111.13014	5	156.48939	5	201.84863	5	247.20787	5	292.56712	5	337.92636	5	383.28560	5	428.64484
6	20.86525	6	66.22449	6	111.58374	6	156.94298	6	202.30222	6	247.66147	6	293.02071	6	338.37995	6	383.73919	6	429.09844
7	21.31884	7	66.67809	7	112.03733	7	157.39657	7	202.75582	7	248.11506	7	293.47430	7	338.83354	7	384.19279	7	429.55203
8	21.77244	8	67.13168	8	112.49092	8	157.85016	8	203.20941	8	248.56865	8	293.92789	8	339.28714	8	384.64638	8	430.00562
9	22.22603	9	67.58527	9	112.94451	9	158.30376	9	203.66300	9	249.02224	9	294.38149	9	339.74073	9	385.09997	9	430.45921

50	22. 67962	**150**	68. 03886	**250**	113 39811	**350**	158 75735	**450**	204 11659	**550**	249 47584	**650**	294 83508	**750**	340 19432	**850**	385 55356	**950**	430 91281
1	23. 13321	1	68. 49246	1	113 85170	1	159 21094	1	204 57018	1	249 92943	1	295 28867	1	340 64791	1	386. 00716	1	431 36640
2	23. 58681	2	68 94605	2	114 30529	2	159 66453	2	205 02378	2	250 38302	2	295 74226	2	341 10151	2	386. 46075	2	431 81999
3	24. 04040	3	69. 39964	3	114 75888	3	160. 11813	3	205. 47737	3	250 83661	3	296 19586	3	341 55510	3	386 91434	3	432. 27358
4	24. 49399	4	69. 85323	4	115 21248	4	160. 57172	4	205. 93096	4	251. 29020	4	296 64945	4	342 00869	4	387 36793	4	432. 72718
5	24. 94758	5	70 30683	5	115 66607	5	161 02531	5	206 38455	5	251 74380	5	297. 10304	5	342 46228	5	387 82153	5	433. 18077
6	25. 40118	6	70 76042	6	116 11966	6	161 47890	6	206 83815	6	252. 19739	6	297 55663	6	342. 91588	6	388 27512	6	433. 63436
7	25. 85477	7	71. 21401	7	116 57325	7	161 93250	7	207 29174	7	252. 65098	7	298 01022	7	343 36947	7	388 72871	7	434 08795
8	26. 30836	8	71 66760	8	117 02685	8	162 38609	8	207 74533	8	253. 10457	8	298 46382	8	343 82306	8	389. 18230	8	434 54155
9	26. 76195	9	72. 12120	9	117. 48044	9	162. 83968	9	208 19892	9	253. 55817	9	298. 91741	9	344 27665	9	389. 63590	9	434. 99514
60	27. 21555	**160**	72 57479	**260**	117 93403	**360**	163. 29327	**460**	208. 65252	**560**	254 01176	**660**	299. 37100	**760**	344. 73025	**860**	390 08949	**960**	435. 44873
1	27 66914	1	73. 02838	1	118 38762	1	163 74687	1	209 10611	1	254. 46535	1	299 82459	1	345 18384	1	390 54308	1	435 90232
2	28 12273	2	73. 48197	2	118. 84122	2	164 20046	2	209 55970	2	254. 91894	2	300. 27819	2	345 63743	2	390. 99667	2	436. 35592
3	28. 57632	3	73. 93557	3	119. 29481	3	164 65405	3	210 01329	3	255. 37254	3	300. 73178	3	346 09102	3	391. 45027	3	436. 80951
4	29 02992	4	74. 38916	4	119 74840	4	165. 10764	4	210. 46689	4	255. 82613	4	301. 18537	4	346. 54461	4	391 90386	4	437. 26310
5	29. 48351	5	74. 84275	5	120 20199	5	165 56124	5	210 92048	5	256 27972	5	301. 63896	5	346. 99821	5	392. 35745	5	437. 71669
6	29. 93710	6	75. 29634	6	120 65559	6	166 01483	6	211 37407	6	256 73331	6	302. 09256	6	347 45180	6	392. 81104	6	438 17029
7	30. 39069	7	75. 74994	7	121 10918	7	166 46842	7	211 82766	7	257. 18691	7	302. 54615	7	347 90539	7	393. 26463	7	438. 62388
8	30. 84429	8	76. 20353	8	121. 56277	8	166 92201	8	212 28126	8	257 64050	8	302. 99974	8	348. 35898	8	393. 71823	8	439 07747
9	31. 29788	9	76. 65712	9	122. 01636	9	167 37561	9	212 73485	9	258. 09409	9	303. 45333	9	348. 81258	9	394. 17182	9	439. 53106
70	31. 75147	**170**	77. 11071	**270**	122 46996	**370**	167. 82920	**470**	213 18844	**570**	258 54768	**670**	303 90693	**770**	349. 26617	**870**	394. 62541	**970**	439 98465
1	32. 20506	1	77. 56431	1	122 92355	1	168 28279	1	213 64203	1	259 00128	1	304 36052	1	349. 71976	1	395. 07900	1	440 43825
2	32. 65865	2	78 01790	2	123. 37714	2	168. 73638	2	214 09563	2	259. 45487	2	304 81411	2	350. 17335	2	395. 53260	2	440. 89184
3	33 11225	3	78. 47149	3	123. 83073	3	169. 18998	3	214 54922	3	259. 90846	3	305 26770	3	350 62695	3	395. 98619	3	441. 34543
4	33. 56584	4	78 92509	4	124. 28433	4	169. 64357	4	215 00281	4	260 36205	4	305. 72130	4	351. 08054	4	396. 43978	4	441. 79902
5	34. 01943	5	79 37867	5	124 73792	5	170 09716	5	215 45640	5	260 81565	5	306. 17489	5	351. 53413	5	396. 89337	5	442. 25262
6	34. 47302	6	79 83227	6	125 19151	6	170 55075	6	215 91000	6	261 26924	6	306 62848	6	351. 98772	6	397. 34697	6	442. 70621
7	34. 92662	7	80 28586	7	125. 64510	7	171 00435	7	216 36359	7	261 72283	7	307 08207	7	352. 44132	7	397. 80056	7	443 15980
8	35. 38021	8	80 73945	8	126 09869	8	171 45794	8	216 81718	8	262. 17642	8	307 53567	8	352 89491	8	398. 25415	8	443. 61339
9	35. 83380	9	81. 19304	9	126. 55229	9	171. 91153	9	217 27077	9	262 63002	9	307. 98926	9	353. 34850	9	398. 70774	9	444. 06699
80	36. 28739	**180**	81 64664	**280**	127. 00588	**380**	172 36512	**480**	217 72437	**580**	263. 08361	**680**	308 44285	**780**	353 80209	**880**	399. 16134	**980**	444. 52058
1	36. 74099	1	82 10023	1	127. 45947	1	172 81871	1	218 17796	1	263 53720	1	308. 89644	1	354. 25569	1	399. 61493	1	444. 97417
2	37 19458	2	82 55382	2	127 91306	2	173 27231	2	218 63155	2	263 99079	2	309 35004	2	354. 70928	2	400. 06852	2	445 42776
3	37 64817	3	83 00741	3	128. 36666	3	173 72590	3	219 08514	3	264 44439	3	309 80363	3	355. 16287	3	400. 52211	3	445. 88136
4	38 10176	4	83 46101	4	128. 82025	4	174 17949	4	219 53874	4	264 89798	4	310. 25722	4	355. 61646	4	400. 97571	4	446. 33495
5	38 55536	5	83 91460	5	129. 27384	5	174 63308	5	219. 99233	5	265 35157	5	310 71081	5	356 07006	5	401. 42930	5	446. 78854
6	39. 00895	6	84 36819	6	129 72743	6	175 08668	6	220. 44592	6	265. 80516	6	311 16441	6	356 52365	6	401 88289	6	447. 24213
7	39 46254	7	84 82178	7	130. 18103	7	175 54027	7	220 89951	7	266 25876	7	311 61800	7	356 97724	7	402. 33648	7	447 69573
8	39. 91613	8	85 27538	8	130 63462	8	175 99386	8	221 35310	8	266. 71235	8	312. 07159	8	357. 43083	8	402. 79008	8	448. 14932
9	40. 36973	9	85 72897	9	131. 08821	9	176 44745	9	221 80670	9	267. 16594	9	312. 52518	9	357. 88443	9	403. 24367	9	448. 60291
90	40 82332	**190**	86 18256	**290**	131 54180	**390**	176. 90105	**490**	222 26029	**590**	267 61953	**690**	312 97878	**790**	358. 33802	**890**	403. 69726	**990**	449. 05650
1	41. 27691	1	86 63615	1	131. 99540	1	177 35464	1	222 71388	1	268. 07312	1	313. 43237	1	358 79161	1	404 15085	1	449. 51010
2	41. 73050	2	87. 08975	2	132 44899	2	177 80823	2	223 16747	2	268 52672	2	313. 88596	2	359 24520	2	404. 60445	2	449. 96369
3	42. 18410	3	87 54334	3	132 90258	3	178. 26182	3	223 62107	3	268 98031	3	314 33955	3	359 69880	3	405. 05804	3	450. 41728
4	42. 63769	4	87. 99693	4	133. 35617	4	178. 71542	4	224 07466	4	269. 43390	4	314. 79314	4	360. 15239	4	405. 51163	4	450. 87087
5	43. 09128	5	88. 45052	5	133. 80977	5	179. 16901	5	224 52825	5	269. 88749	5	315. 24674	5	360 60598	5	405. 96522	5	451. 32447
6	43. 54487	6	88. 90412	6	134 26336	6	179 62260	6	224 98184	6	270 34109	6	315. 70033	6	361 05957	6	406. 41882	6	451. 77806
7	43. 99847	7	89 35771	7	134 71695	7	180 07619	7	225 43544	7	270 79468	7	316. 15392	7	361 51316	7	406. 87241	7	452. 23165
8	44. 45206	8	89 81130	8	135 17054	8	180 52979	8	225 88903	8	271. 24827	8	316. 60751	8	361. 96676	8	407. 32600	8	452. 68524
9	44. 90565	9	90. 26489	9	135. 62414	9	180 98338	9	226 34262	9	271. 70186	9	317. 06111	9	362. 42035	9	407. 77959	9	453. 13884

MASS—KILOGRAMS TO AVOIRDUPOIS POUNDS

[Reduction factor 1 kilogram = 2.204622341 avoirdupois pounds]

Kilos	Pounds	Kilos	Pounds	Kilos	Pounds	Kilos	Pounds	Kilos	Pounds	Kilos	Pounds	Kilos	Pounds	Kilos	Pounds	Kilos	Pounds
0		100	220. 4622	200	440. 9245	300	661 3867	400	881. 8489	500	1,102. 3112	600	1,322. 7734	700	1,543. 2356	800	1,763. 6979	900	1,984. 1601
1	2. 2046	1	222 6669	1	443. 1291	1	663 5913	1	884. 0536	1	1,104. 5158	1	1,324. 9780	1	1,545 4403	1	1,765. 9025	1	1,986. 3647
2	4. 4092	2	224. 8715	2	445 3337	2	665. 7959	2	886. 2582	2	1,106. 7204	2	1,327. 1826	2	1,547 6449	2	1.768. 1071	2	1,988. 5694
3	6. 6139	3	227 0761	3	447. 5383	3	668 0006	3	888. 4628	3	1,108. 9250	3	1,329. 3873	3	1,549 8495	3	1,770. 3117	3	1,990. 7740
4	8. 8185	4	229. 2807	4	449. 7430	4	670. 2052	4	890. 6674	4	1,111. 1297	4	1,331. 5919	4	1,552. 0541	4	1,772. 5164	4	1,992. 9786
5	11. 0231	5	231 4853	5	451 9476	5	672. 4098	5	892. 8720	5	1,113. 3343	5	1,333. 7965	5	1,554. 2588	5	1,774. 7210	5	1,995. 1832
6	13. 2277	6	233 6900	6	454 1522	6	674 6144	6	895 0767	6	1,115. 5389	6	1,336 0011	6	1,556 4634	6	1,776. 9256	6	1,997 3878
7	15. 4324	7	235 8946	7	456. 3568	7	676. 8191	7	897 2813	7	1,117 7435	7	1,338. 2058	7	1,558. 6680	7	1,779. 1302	7	1,999. 5925
8	17. 6370	8	238 0992	8	458 5614	8	679. 0237	8	899. 4859	8	1,119 9481	8	1,340. 4104	8	1,560. 8726	8	1,781. 3349	8	2,001. 7971
9	19. 8416	9	240 3038	9	460 7661	9	681. 2283	9	901. 6905	9	1,122. 1528	9	1,342. 6150	9	1,563. 0772	9	1,783. 5395	9	2,004. 0017
10	22 0462	110	242 5085	210	462 9707	310	683. 4329	410	903. 8952	510	1,124. 3574	610	1,344. 8196	710	1,565. 2819	810	1,785. 7441	910	2,006. 2063
1	24. 2508	1	244. 7131	1	465 1753	1	685 6375	1	906 0998	1	1,126 5620	1	1,347. 0243	1	1,567. 4865	1	1,787. 9487	1	2,008. 4110
2	26. 4555	2	246. 9177	2	467 3799	2	687 8422	2	908. 3044	2	1,128 7666	2	1,349. 2289	2	1,569. 6911	2	1,790. 1533	2	2,010 6156
3	28. 6601	3	249. 1223	3	469. 5846	3	690. 0468	3	910. 5090	3	1,130. 9713	3	1,351. 4335	3	1,571. 8957	3	1,792 3580	3	2,012. 8202
4	30. 8647	4	251 3269	4	471. 7892	4	692. 2514	4	912. 7136	4	1,133. 1759	4	1,353. 6381	4	1,574. 1004	4	1,794. 5626	4	2,015. 0248
5	33. 0693	5	253 5316	5	473. 9938	5	694. 4560	5	914. 9183	5	1,135. 3805	5	1,355 8427	5	1,576. 3050	5	1,796. 7672	5	2,017. 2294
6	35. 2740	6	255. 7362	6	476. 1984	6	696. 6607	6	917. 1229	6	1,137. 5851	6	1,358. 0474	6	1,578. 5096	6	1,798 9718	6	2,019 4341
7	37 4786	7	257. 9408	7	478 4030	7	698 8653	7	919. 3275	7	1,139. 7898	7	1,360. 2520	7	1,580 7142	7	1,801. 1765	7	2,021 6387
8	39 6832	8	260. 1454	8	480. 6077	8	701 0699	8	921. 5321	8	1,141. 9944	8	1,362. 4566	8	1,582. 9188	8	1,803. 3811	8	2,023. 8433
9	41. 8878	9	262. 3501	9	482. 8123	9	703. 2745	9	923. 7368	9	1,144. 1990	9	1,364. 6612	9	1,585. 1235	9	1,805. 5857	9	2,026. 0479
20	44. 0924	120	264 5547	220	485. 0169	320	705. 4791	420	925. 9414	520	1,146. 4036	620	1,366 8659	720	1,587. 3281	820	1,807. 7903	920	2,028. 2526
1	46. 2971	1	266 7593	1	487. 2215	1	707 6838	1	928. 1460	1	1,148 6082	1	1,369. 0705	1	1,589. 5327	1	1,809. 9949	1	2,030. 4572
2	48. 5017	2	268 9639	2	489. 4262	2	709 8884	2	930. 3506	2	1,150 8129	2	1,371. 2751	2	1,591. 7373	2	1,812. 1996	2	2,032. 6618
3	50 7063	3	271 1685	3	491. 6308	3	712 0930	3	932 5553	3	1,153 0175	3	1,373. 4797	3	1,593. 9420	3	1,814. 4042	3	2,034 8664
4	52 9109	4	273. 3732	4	493 8354	4	714. 2976	4	934. 7599	4	1,155. 2221	4	1,375. 6843	4	1,596. 1466	4	1,816. 6088	4	2,037. 0710
5	55. 1156	5	275 5778	5	496 0400	5	716. 5023	5	936 9645	5	1,157 4267	5	1,377. 8890	5	1,598. 3512	5	1,818. 8134	5	2,039. 2757
6	57. 3202	6	277 7824	6	498 2446	6	718 7069	6	939 1691	6	1,159 6314	6	1,380. 0936	6	1,600. 5558	6	1,821 0181	6	2,041 4803
7	59. 5248	7	279 9870	7	500 4493	7	720 9115	7	941 3737	7	1,161 8360	7	1,382. 2982	7	1,602. 7604	7	1,823 2227	7	2,043. 6849
8	61. 7294	8	282 1917	8	502 6539	8	723. 1161	8	943 5784	8	1,164 0406	8	1,384. 5028	8	1,604 9651	8	1,825. 4273	8	2,045. 8895
9	63. 9340	9	284 3963	9	504. 8585	9	725. 3208	9	945. 7830	9	1,166. 2452	9	1,386. 7075	9	1,607. 1697	9	1,827. 6319	9	2,048. 0942
30	66. 1387	130	286. 6009	230	507 0631	330	727. 5254	430	947 9876	530	1,168. 4498	630	1,388. 9121	730	1,609. 3743	830	1,829 8365	930	2,050. 2988
1	68. 3433	1	288. 8055	1	509. 2678	1	729 7300	1	950. 1922	1	1,170. 6545	1	1,391. 1167	1	1,611 5789	1	1,832. 0412	1	2,052. 5034
2	70. 5479	2	291 0101	2	511. 4724	2	731. 9346	2	952. 3969	2	1,172. 8591	2	1,393. 3213	2	1,613. 7836	2	1,834. 2458	2	2,054. 7080
3	72. 7525	3	293 2148	3	513 6770	3	734. 1392	3	954 6015	3	1,175. 0637	3	1,395. 5259	3	1,615 9882	3	1,836 4504	3	2,056. 9126
4	74. 9572	4	295. 4194	4	515 8816	4	736 3439	4	956. 8061	4	1,177. 2683	4	1,397. 7306	4	1,618. 1928	4	1,838. 6550	4	2,059. 1173
5	77. 1618	5	297 6240	5	518. 0863	5	738 5485	5	959 0107	5	1,179. 4730	5	1,399. 9352	5	1,620. 3974	5	1,840 8597	5	2,061. 3219
6	79. 3664	6	299 8286	6	520 2909	6	740 7531	6	961. 2153	6	1,181. 6776	6	1,402. 1398	6	1,622. 6020	6	1,843 0643	6	2,063. 5265
7	81. 5710	7	302 0333	7	522. 4955	7	742. 9577	7	963. 4200	7	1,183. 8822	7	1,404 3444	7	1,624. 8067	7	1,845. 2689	7	2,065. 7311
8	83. 7756	8	304 2379	8	524 7001	8	745 1624	8	965. 6246	8	1,186. 0868	8	1,406. 5491	8	1,627. 0113	8	1,847. 4735	8	2,067. 9358
9	85. 9803	9	306. 4425	9	526 9047	9	747 3670	9	967. 8292	9	1,188. 2914	9	1,408. 7537	9	1,629. 2159	9	1,849. 6781	9	2,070. 1404
40	88. 1849	140	308 6471	240	529 1094	340	749 5716	440	970 0338	540	1,190 4961	640	1,410. 9583	740	1,631 4205	840	1,851. 8828	940	2,072. 3450
1	90. 3895	1	310 8518	1	531 3140	1	751 7762	1	972. 2385	1	1,192 7007	1	1,413 1629	1	1,633. 6252	1	1,854. 0874	1	2,074 5496
2	92. 5941	2	313 0564	2	533 5186	2	753 9808	2	974. 4431	2	1,194 9053	2	1,415. 3675	2	1,635 8298	2	1,856 2920	2	2,076 7542
3	94. 7988	3	315 2610	3	535 7232	3	756 1855	3	976 6477	3	1,197. 1099	3	1,417. 5722	3	1,638 0344	3	1,858 4966	3	2,078 9589
4	97. 0034	4	317. 4656	4	537. 9279	4	758. 3901	4	978. 8523	4	1,199. 3146	4	1,419. 7768	4	1,640. 2390	4	1,860 7013	4	2,081. 1635
5	99. 2080	5	319 6702	5	540 1325	5	760 5947	5	981. 0569	5	1,201. 5192	5	1,421. 9814	5	1,642. 4436	5	1,862. 9059	5	2,083 3681
6	101. 4126	6	321 8749	6	542 3371	6	762 7993	6	983 2616	6	1,203 7238	6	1,424. 1860	6	1,644. 6483	6	1,865 1105	6	2,085 5727
7	103. 6173	7	324 0795	7	544 5417	7	765 0040	7	985 4662	7	1,205. 9284	7	1,426 3907	7	1,646 8529	7	1,867. 3151	7	2,087 7774
8	105. 8219	8	326. 2841	8	546 7463	8	767. 2086	8	987 6708	8	1,208. 1330	8	1,428. 5953	8	1,649. 0575	8	1,869. 5197	8	2,089. 9820
9	108. 0265	9	328. 4887	9	548. 9510	9	769. 4132	9	989. 8754	9	1,210. 3377	9	1,430. 7999	9	1,651. 2621	9	1,871. 7244	9	2,092. 1866

50	110.2311	**150**	330.6934	**250**	551.1556	**350**	771.6178	**450**	992.0801	**550**	1,212.5423	**650**	1,433.0045	**750**	1,653.4668	**850**	1,873.9290	**950**	2,094.3912
1	112.4357	1	332.8980	1	553.3602	1	773.8224	1	994.2847	1	1,214.7469	1	1,435.2091	1	1,655.6714	1	1,876.1336	1	2,096.5958
2	114.6404	2	335.1026	2	555.5648	2	776.0271	2	996.4893	2	1,216.9515	2	1,437.4138	2	1,657.8760	2	1,878.3382	2	2,098.8005
3	116.8450	3	337.3072	3	557.7695	3	778.2317	3	998.6939	3	1,219.1562	3	1,439.6184	3	1,660.0806	3	1,880.5429	3	2,101.0051
4	119.0496	4	339.5118	4	559.9741	4	780.4363	4	1,000.8985	4	1,221.3608	4	1,441.8230	4	1,662.2852	4	1,882.7475	4	2,103.2097
5	121.2542	5	341.7165	5	562.1787	5	782.6409	5	1,003.1032	5	1,223.5654	5	1,444.0276	5	1,664.4899	5	1,884.9521	5	2,105.4143
6	123.4589	6	343.9211	6	564.3833	6	784.8456	6	1,005.3078	6	1,225.7700	6	1,446.2323	6	1,666.6945	6	1,887.1567	6	2,107.6190
7	125.6635	7	346.1257	7	566.5879	7	787.0502	7	1,007.5124	7	1,227.9746	7	1,448.4369	7	1,668.8991	7	1,889.3613	7	2,109.8236
8	127.8681	8	348.3303	8	568.7926	8	789.2548	8	1,009.7170	8	1,230.1793	8	1,450.6415	8	1,671.1037	8	1,891.5660	8	2,112.0282
9	130.0727	9	350.5350	9	570.9972	9	791.4594	9	1,011.9217	9	1,232.3839	9	1,452.8461	9	1,673.3084	9	1,893.7706	9	2,114.2328
60	132.2773	**160**	352.7396	**260**	573.2018	**360**	793.6640	**460**	1,014.1263	**560**	1,234.5885	**660**	1,455.0507	**760**	1,675.5130	**860**	1,895.9752	**960**	2,116.4374
1	134.4820	1	354.9442	1	575.4064	1	795.8687	1	1,016.3309	1	1,236.7931	1	1,457.2554	1	1,677.7176	1	1,898.1798	1	2,118.6421
2	136.6866	2	357.1488	2	577.6111	2	798.0733	2	1,018.5355	2	1,238.9978	2	1,459.4600	2	1,679.9222	2	1,900.3845	2	2,120.8467
3	138.8912	3	359.3534	3	579.8157	3	800.2779	3	1,020.7401	3	1,241.2024	3	1,461.6646	3	1,682.1268	3	1,902.5891	3	2,123.0513
4	141.0958	4	361.5581	4	582.0203	4	802.4825	4	1,022.9448	4	1,243.4070	4	1,463.8692	4	1,684.3315	4	1,904.7937	4	2,125.2559
5	143.3005	5	363.7627	5	584.2249	5	804.6872	5	1,025.1494	5	1,245.6116	5	1,466.0739	5	1,686.5361	5	1,906.9983	5	2,127.4606
6	145.5051	6	365.9673	6	586.4295	6	806.8918	6	1,027.3540	6	1,247.8162	6	1,468.2785	6	1,688.7407	6	1,909.2029	6	2,129.6652
7	147.7097	7	368.1719	7	588.6342	7	809.0964	7	1,029.5586	7	1,250.0209	7	1,470.4831	7	1,690.9453	7	1,911.4076	7	2,131.8698
8	149.9143	8	370.3766	8	590.8388	8	811.3010	8	1,031.7633	8	1,252.2255	8	1,472.6877	8	1,693.1500	8	1,913.6122	8	2,134.0744
9	152.1189	9	372.5812	9	593.0434	9	813.5056	9	1,033.9679	9	1,254.4301	9	1,474.8923	9	1,695.3546	9	1,915.8168	9	2,136.2790
70	154.3236	**170**	374.7858	**270**	595.2480	**370**	815.7103	**470**	1,036.1725	**570**	1,256.6347	**670**	1,477.0970	**770**	1,697.5592	**870**	1,918.0214	**970**	2,138.4837
1	156.5282	1	376.9904	1	597.4527	1	817.9149	1	1,038.3771	1	1,258.8394	1	1,479.3016	1	1,699.7638	1	1,920.2261	1	2,140.6883
2	158.7328	2	379.1950	2	599.6573	2	820.1195	2	1,040.5817	2	1,261.0440	2	1,481.5062	2	1,701.9684	2	1,922.4307	2	2,142.8929
3	160.9374	3	381.3997	3	601.8619	3	822.3241	3	1,042.7864	3	1,263.2486	3	1,483.7108	3	1,704.1731	3	1,924.6353	3	2,145.0975
4	163.1421	4	383.6043	4	604.0665	4	824.5288	4	1,044.9910	4	1,265.4532	4	1,485.9155	4	1,706.3777	4	1,926.8399	4	2,147.3022
5	165.3467	5	385.8089	5	606.2711	5	826.7334	5	1,047.1956	5	1,267.6578	5	1,488.1201	5	1,708.5823	5	1,929.0445	5	2,149.5068
6	167.5513	6	388.0135	6	608.4758	6	828.9380	6	1,049.4002	6	1,269.8625	6	1,490.3247	6	1,710.7869	6	1,931.2492	6	2,151.7114
7	169.7559	7	390.2182	7	610.6804	7	831.1426	7	1,051.6049	7	1,272.0671	7	1,492.5293	7	1,712.9916	7	1,933.4538	7	2,153.9160
8	171.9605	8	392.4228	8	612.8850	8	833.3472	8	1,053.8095	8	1,274.2717	8	1,494.7339	8	1,715.1962	8	1,935.6584	8	2,156.1206
9	174.1652	9	394.6274	9	615.0896	9	835.5519	9	1,056.0141	9	1,276.4763	9	1,496.9386	9	1,717.4008	9	1,937.8630	9	2,158.3253
80	176.3698	**180**	396.8320	**280**	617.2943	**380**	837.7565	**480**	1,058.2187	**580**	1,278.6810	**680**	1,499.1432	**780**	1,719.6054	**880**	1,940.0677	**980**	2,160.5299
1	178.5744	1	399.0366	1	619.4989	1	839.9611	1	1,060.4233	1	1,280.8856	1	1,501.3478	1	1,721.8100	1	1,942.2723	1	2,162.7345
2	180.7790	2	401.2413	2	621.7035	2	842.1657	2	1,062.6280	2	1,283.0902	2	1,503.5524	2	1,724.0147	2	1,944.4769	2	2,164.9391
3	182.9837	3	403.4459	3	623.9081	3	844.3704	3	1,064.8326	3	1,285.2948	3	1,505.7571	3	1,726.2193	3	1,946.6815	3	2,167.1438
4	185.1883	4	405.6505	4	626.1127	4	846.5750	4	1,067.0372	4	1,287.4994	4	1,507.9617	4	1,728.4239	4	1,948.8861	4	2,169.3484
5	187.3929	5	407.8551	5	628.3174	5	848.7796	5	1,069.2418	5	1,289.7041	5	1,510.1663	5	1,730.6285	5	1,951.0908	5	2,171.5530
6	189.5975	6	410.0598	6	630.5220	6	850.9842	6	1,071.4465	6	1,291.9087	6	1,512.3709	6	1,732.8332	6	1,953.2954	6	2,173.7576
7	191.8021	7	412.2644	7	632.7266	7	853.1888	7	1,073.6511	7	1,294.1133	7	1,514.5755	7	1,735.0378	7	1,955.5000	7	2,175.9623
8	194.0068	8	414.4690	8	634.9312	8	855.3935	8	1,075.8557	8	1,296.3179	8	1,516.7802	8	1,737.2424	8	1,957.7046	8	2,178.1669
9	196.2114	9	416.6736	9	637.1359	9	857.5981	9	1,078.0603	9	1,298.5226	9	1,518.9848	9	1,739.4470	9	1,959.9093	9	2,180.3715
90	198.4160	**190**	418.8782	**290**	639.3405	**390**	859.8027	**490**	1,080.2649	**590**	1,300.7272	**690**	1,521.1894	**790**	1,741.6516	**890**	1,962.1139	**990**	2,182.5761
1	200.6206	1	421.0829	1	641.5451	1	862.0073	1	1,082.4696	1	1,302.9318	1	1,523.3940	1	1,743.8563	1	1,964.3185	1	2,184.7807
2	202.8253	2	423.2875	2	643.7497	2	864.2120	2	1,084.6742	2	1,305.1364	2	1,525.5987	2	1,746.0609	2	1,966.5231	2	2,186.9854
3	205.0299	3	425.4921	3	645.9543	3	866.4166	3	1,086.8788	3	1,307.3410	3	1,527.8033	3	1,748.2655	3	1,968.7278	3	2,189.1900
4	207.2345	4	427.6967	4	648.1590	4	868.6212	4	1,089.0834	4	1,309.5457	4	1,530.0079	4	1,750.4701	4	1,970.9324	4	2,191.3946
5	209.4391	5	429.9014	5	650.3636	5	870.8258	5	1,091.2881	5	1,311.7503	5	1,532.2125	5	1,752.6748	5	1,973.1370	5	2,193.5992
6	211.6437	6	432.1060	6	652.5682	6	873.0304	6	1,093.4927	6	1,313.9549	6	1,534.4171	6	1,754.8794	6	1,975.3416	6	2,195.8039
7	213.8484	7	434.3106	7	654.7728	7	875.2351	7	1,095.6973	7	1,316.1595	7	1,536.6218	7	1,757.0840	7	1,977.5462	7	2,198.0085
8	216.0530	8	436.5152	8	656.9775	8	877.4397	8	1,097.9019	8	1,318.3642	8	1,538.8264	8	1,759.2886	8	1,979.7509	8	2,200.2131
9	218.2576	9	438.7198	9	659.1821	9	879.6443	9	1,100.1065	9	1,320.5688	9	1,541.0310	9	1,761.4933	9	1,981.9555	9	2,202.4177

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SPECIMEN FORMS

Documentary Acceptance Credits

ACCEPTANCE AGREEMENT

In consideration of the Bank of America National Trust and Savings Association (hereafter called the Bank) providing acceptance for account of undersigned on such drafts as the undersigned may designate for amounts the total of which is not to exceed $ 250,000.00 U S. Currency, outstanding at any one time, secured by.

Bills of Lading for ....

Warehouse Receipts for) --General merchandise imported from or exported to various countries.

Collections for ...

representing goods of a market value estimated by the undersigned to be not less than

$ 250,000.00 U S Currency,

the undersigned hereby agrees to pay the Bank in cash, the amount of each draft so accepted at the maturity thereof, or prior thereto at any time the Bank may request it, and authorizes the Bank to charge the account of the undersigned with any amount at any time owing to the Bank hereunder, further agrees to deliver to the Bank additional securities or property or to make payments on account to the satisfaction of the Bank on demand, should the market value of the said securities or property in the opinion of the Bank suffer any decline

Neither the Bank nor any of its correspondents shall be responsible for the existence, character quality, quantity condition, packing, value or delivery of the property purporting to be represented by documents, for any difference in character, quality, quantity condition, or value of the property from that expressed in documents, for the validity sufficiency, or genuineness of documents, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged, nor for delay or deviation from instructions in regard to shipment or storage

Any and all charges such as freight warehouse charges, insurance premiums, customs duties, brokerage etc, shall be for account of the undersigned and the undersigned further agrees to hold the Bank free from any such charges

The Bank's compensation shall be 4% per cent per annum computed upon the face amount of each draft so accepted

Merchandise or goods shipped or stored in connection with drafts accepted by the Bank pursuant to this agreement shall be paid for or approved security shall be lodged with the Bank, at its option, before surrender of the documents All securities or property which shall be received by the Bank hereunder may be held by the Bank as security for, and applied by it to, the payment of all other indebtedness or liability existing, or which may hereafter arise, from the undersigned to the Bank

All goods shipped to or stored for the undersigned under this or any other similar agreement between the Bank and the undersigned or their proceeds, whether the drafts against the same shall have been paid or not and whether the goods shall have been delivered to the undersigned or not, may be held by the Bank as general collateral security for any and all indebtedness to the Bank arising at any time or times from credit extended to the undersigned under which the undersigned may be entitled to ship or store goods

Any and all drafts or bills of exchange now or hereafter delivered by the undersigned to the Bank to be collected shall be delivered to and received by it as security for said acceptance or acceptances without impairing in any way the obligation of the undersigned hereunder to place the Bank in funds before the maturity of said acceptance or acceptances as aforesaid, and all documents relating to such bills for collection shall likewise be held and received by the Bank as security, with the privilege of delivering same to drawees upon acceptance or acceptances unless instructions to the contrary shall be attached to each bill

The Bank shall have the right to apply the proceeds of such collections against the payment of said acceptance or acceptances and of any other indebtedness due or to become due from the undersigned

It is expressly agreed that the undersigned assumes all responsibility for the collection of drafts or bills delivered as aforesaid and for any loss costs or expense suffered or incurred by the Bank in connection therewith and that the Bank shall be held free of responsibility for, and the obligation of the undersigned to place the Bank in funds as aforesaid shall not be affected or impaired by, any default neglect, suspension, insolvency or bankruptcy of any correspondent or sub agent to whom said bills or drafts may be entrusted for collection or for any delay in remittance, loss in exchange or the loss of the said drafts or bills or their proceeds during transmission or in the course of their collection, and the undersigned expressly agrees to assume all responsibility for, and that said obligation of the undersigned to the Bank shall not be affected or impaired by, the non-payment of any bills of exchange which may be received by the Bank or by any collecting bank agents or sub-agents in payment of such drafts or bills of exchange

The undersigned agrees that all goods represented by bills of lading, warehouse receipts or other documents of title pledged with you as security for your acceptance hereunder shall be kept fully insured by certificates of insurance under open policies to your order, or by open or specific policies payable to you as your interest may appear, to an amount sufficient to cover your advances or obligations hereunder, and that such insurance, whether fire marine or war risk, shall be satisfactory to you And the undersigned agrees to indemnify you fully and save you harmless against loss through failure of such insurance fully to protect you

The undersigned also assumes all responsibility of, and said obligation to place the Bank in funds shall not be affected or impaired by, any risk or error in the course of transmission of telegrams and cablegrams or the loss of letters or other documents which may be sent in connection with the said drafts or bills for collection

The undersigned also agrees that in the event that any of the Bank's correspondents, agents or sub-agents for collection of said drafts or bills shall advise it that any of said drafts or bills are not promptly accepted or paid, or in the event of the suspension failure or assignment for the benefit of creditors by, or the filing of a petition in bankruptcy against the drawee or the drawees of any of said bills for collection, that the undersigned will immediately upon receipt of such notice, waiving protest, and notice of protest, pay or cause to be paid to the Bank in cash the face amount of any such draft or bill for collection which has not been accepted or the drawee of which has suspended, failed, or assigned or against whom a petition in bankruptcy has been filed as aforesaid

On the non performance of any promise contained herein, or upon the non-payment of any of the indebtedness above mentioned, or in case of insolvency of the undersigned bankruptcy, or failure in business then and in any such case all obligations and liabilities direct or contingent to the Bank shall forthwith become due and payable, without demand or notice, and full power and authority are hereby given to the Bank to sell assign and deliver the whole of the said securities or property or any part thereof, or any substitute therefor or any additions thereto, or any other securities or property given to the Bank or left in its possession by the undersigned whether for the express purpose of being used by the Bank as collateral security or for any other or different purpose or in transit to or from the Bank by mail or carrier for any of the said purposes at any broker's board or at public or private sale at the option of the Bank without either demand advertisement or notice of any kind all of which are hereby expressly waived At any such sale the Bank may purchase the whole or any part of the property sold, free from any right of redemption on the part of the undersigned which is hereby waived and released In case of any sale or other disposition of any of the property aforesaid, after deducting all costs or expenses of every kind for collection sale or delivery the Bank may apply the residue of the proceeds of the sale or sales so made to pay one or more or all of the said obligations or liabilities to the Bank whether then due or not due making proper rebate for interest on obligations or liabilities not then due, and returning the overplus, if any, to the undersigned who agrees to be and remain liable to the Bank for any deficiency arising upon such sale or sales The undersigned hereby authorizes and empowers the Bank, at its option, at any time, to appropriate and apply to the payment and extinguishment of any of the obligations or liabilities, hereinbefore referred to whether now existing or hereafter contracted and whether then due or not due, any and all moneys now or hereafter in Bank's hands, on deposit or otherwise, to the credit of the undersigned or belonging to the undersigned.

The word "undersigned" as herein used shall refer to and designate the person, firm or corporation executing this agreement, and shall include the singular and plural numbers and the masculine and feminine and neuter genders

This agreement can be withdrawn or cancelled only with the consent of the Bank

Dated at San Francisco, Calif. this 7th day of April 19--

DOE AND ROE

BY: John Doe, Partner

[1]

See pages 45 and 402–404 for discussion.

ACCEPTANCE AGREEMENT

_____ 19____

For and in consideration of the acceptance from time to time by [redacted] TRUST COMPANY (hereinafter called the Bank) of draft or drafts of the undersigned, the undersigned hereby agree(s) to place the Bank in possession of sufficient funds in cash one day previous to the maturity of each draft which the Bank may hereafter from time to time accept, to meet the maturity of said draft or drafts respectively, together with commission as agreed and any interest which may accrue thereon calculated at the rate of_____ per cent (_____%) per annum, and pledge(s) with the Bank as collateral security for the payment of any and all such drafts and/or other obligations of the undersigned now or hereafter accepted, owned or held by the Bank and the performance of this agreement by the undersigned, the following property:

with such additions thereto and substitutions therefor as may from time to time be required or permitted by the Bank.

In consideration of the premises, the undersigned hereby agree(s) that whenever the undersigned shall become or remain, directly or contingently, indebted or liable to the Bank upon any draft or drafts aforesaid or in any other manner whatsoever, the Bank shall then and thereafter have the following rights against the undersigned in addition to those given by law, namely:

1 All securities at any time deposited by or for the account of the undersigned with the Bank as collateral to any such obligations or liabilities, together with any additions thereto and substitutions therefor and all other property now or hereafter held by the Bank on deposit, in safekeeping, or otherwise, for the account of or to the credit of or belonging to the undersigned or in which the undersigned shall have any interest (all of which is hereinafter termed the collateral security), shall be subject to the terms of this agreement and held by the Bank as security for any obligations or liabilities, direct or contingent, of the undersigned to the Bank whether then existing or thereafter arising; and the Bank shall have a lien upon any balance of the deposit account of the undersigned with the Bank existing from time to time, and upon all property of the undersigned of every description coming into the hands of the Bank in any way, or in transit to or from the Bank, as security for any obligations or liabilities of the undersigned to the Bank now existing or hereafter contracted.

2. Upon demand and whenever required by the Bank the undersigned will deposit and pledge with the Bank additional collateral of a kind and of a market value required by the Bank further to secure any indebtedness or liabilities aforesaid Upon failure of the undersigned to comply with any such demand, or to make such deposit or pledge when required, or in case of the death or insolvency of, the filing of a petition in proceedings in bankruptcy or for the relief of debtors or for the reorganization of corporate debtors under the bankruptcy laws by or against the undersigned, or the making of an assignment for the benefit of creditors by the undersigned, or the appointment of a receiver, conservator, rehabilitator or similar officer for, or the failure in business of, the undersigned, or upon the non-payment of either principal or interest of any indebtedness or liabilities of the undersigned to the Bank when due, or the failure to perform any of the terms of this agreement, then and in any such event all indebtedness and/or liability of the undersigned to the Bank aforesaid, whether or not then due and payable, shall, at the option of the Bank, without further demand, become immediately due and payable by the undersigned notwithstanding any later maturity of such indebtedness or liability specified in any instrument or agreement evidencing the same, and notwithstanding any delay, extension or grace allowed to the undersigned by any such instrument or agreement or by law. Upon default in the payment of any indebtedness or liability of the undersigned to the Bank whenever the same shall become due in accordance with any of the provisions hereof, or otherwise, the Bank shall have the right to sell, assign and deliver the whole or any part of the collateral security held by it or of any substitutions therefor or of any additions thereto or of any other property of the undersigned then in its possession, at any time or times, either at any brokers' board or at public or private sales, either for cash or on credit or for future delivery, without demand, advertisement or notice, which are hereby waived, and to apply the net proceeds thereof and all balances of any deposit account of the undersigned with the Bank to the reduction or payment of any and all indebtedness and liabilities of the undersigned and of any expenses, accounting for any surplus, the undersigned remaining liable for any deficiency. Upon any sale of the collateral security held by it, or any part thereof, at public auction, the Bank may purchase and hold the whole or any part of the property sold, free from any claim or right of redemption of the undersigned, which is hereby waived and released. The Bank shall have at any time in its discretion the right to enforce collection and payment or liquidation of any of the collateral security by appropriate action or proceedings, and the net amounts received therefrom, after deducting all costs and expenses incurred in connection therewith, shall be applied on account of any indebtedness or liabilities of the undersigned aforesaid, all without notice to the undersigned. No delay, failure or omission by the Bank upon any default of the undersigned to exercise any right or remedy hereby granted to the Bank or allowed to it by law shall constitute a waiver by the Bank of the right to exercise any such right or remedy upon such default or upon any subsequent default Any demand or notice, if made or given, shall be sufficiently made upon or given to the undersigned if left at or mailed to the last address of the undersigned known to the Bank or if made or given in any other manner reasonably calculated to come to the attention of the undersigned or the personal representatives, successors, associates or assigns of the undersigned, whether or not in fact received by them respectively.

3 The Bank may at any time transfer into its own name or that of its nominee securities in registered form held as collateral security.

4 The Bank may, in its absolute discretion, and for its own benefit, transfer or repledge with any person, firm or corporation all or any of the collateral security hereby pledged, either by itself or mingled with the property of others in bulk or, otherwise, for any sum not in excess of the amount due the Bank from the undersigned at the date of such transfer or repledge by the Bank, and the Bank may assign and transfer this agreement or any interest therein to any other person, firm or corporation, and may deliver the collateral security and any substitutes therefor and additions thereto to the transferee.

5. Any and all drafts or bills of exchange now or hereafter delivered by the undersigned to the Bank to be collected shall be delivered to and received by the Bank as security for the aforesaid obligations of the undersigned to the Bank without impairing in any way the obligation of the undersigned hereunder, to place the Bank in funds before the maturity of the said acceptance or acceptances as aforesaid, and all documents relating to such bills for collection shall likewise be held and received by the Bank as security with the privilege of delivering same to drawees upon acceptance or acceptances, unless instructions to the contrary are attached to any bill

6 It is expressly agreed that the undersigned assume(s) all responsibility for the collection of drafts or bills delivered as aforesaid, and for any loss, costs or expense suffered or incurred by the Bank in connection therewith, and that the Bank shall be held free of responsibility for, and the obligation of the undersigned to place the Bank in funds, as aforesaid, shall not be affected or impaired by any default, neglect, suspension, insolvency or bankruptcy of any correspondent or sub-agent to whom said bills or drafts may be entrusted for collection, or for any delay in remittance, loss and exchange, or the loss of said drafts or bills or their proceeds during transmission or in the course of their collection, and the undersigned expressly agree(s) to assume all responsibility for, and that the obligation of the undersigned to the Bank shall not be affected or impaired by, the non-payment of any bills of exchange which may be received by the Bank or by any collecting Bank, agent or sub-agent in payment of such draft or bills of exchange.

7 The undersigned also assume(s) all responsibility of, and the obligation to place the Bank in funds shall not be affected or impaired by, any risk or error in the course of transmission of telegrams and cablegrams or the loss of letters or other documents which may be sent in connection with said drafts or bills for collection.

8. The undersigned also agree(s) that in the event that any of the Bank's correspondents, agents or sub-agents for collection of said drafts or bills shall advise it that any of said drafts or bills are not promptly accepted or paid, or in the event of the suspension, failure, insolvency or assignment for the benefit of creditors by, or the filing of a petition in bankruptcy or for the relief of debtors, or for the reorganization of corporate debtors under the bankruptcy laws, by or against the drawee or drawees of any of said bills for collection, or the appointment of a receiver, conservator, rehabilitator or similar officer for any said drawee or drawees, the undersigned will immediately upon receipt of notice thereof, waiving protest and notice of protest, pay or cause to be paid to the Bank in cash the face amount of any such draft or bill for collection which has not been accepted, or the drawee of which has been suspended, failed, made an assignment for the benefit of creditors, become insolvent, by or against whom a petition in bankruptcy or for the relief of debtors or for the reorganization of corporate debtors under the bankruptcy laws has been filed, or for which a receiver, conservator, rehabilitator or similar officer has been appointed as aforesaid.

9. It is further agreed that these presents constitute a continuing agreement applying to any and all future as well as to existing transactions between the undersigned and the Bank.

10. The undersigned, if more than one, shall be jointly and severally liable hereunder and the term "undersigned" shall mean the undersigned or any one or more of them and the heirs, executors, administrators, successors or assigns thereof.

11. This agreement is limited to the extent of $_____outstanding at any one time.

12. The Bank shall at no time be under any obligation to accept any drafts under this agreement. The terms hereof shall apply only to such drafts as in the sole discretion of the Bank may be accepted by it.

13. All rights arising under this agreement shall be determined according to the laws of the State of New York.

_____ 19____

WHEREAS, _____

the undersigned has requested [redacted] Bank and Trust Company to accept drafts under the acceptance agreement of _____

dated the_____day of_____19____, printed on the reverse side hereof,

NOW, IN CONSIDERATION OF THE PREMISES and the sum of One Dollar to the undersigned in hand paid, the receipt whereof is hereby acknowledged, and of the acceptance from time to time by said [redacted] Bank and Trust Company of drafts in accordance with said acceptance agreement, the undersigned does hereby unconditionally guarantee to the said [redacted] Bank and Trust Company, its successors, endorsees and assigns, the prompt payment at maturity of any and all drafts accepted by the [redacted] Bank and Trust Company, pursuant to said acceptance agreement, and any and all renewals and extensions thereof, the prompt performance by _____ _____of all the terms, conditions and covenants contained in said acceptance agreement, and the payment of every debt and liability of _____ to the [redacted] Bank and Trust Company.

The undersigned hereby consents to any renewals and/or extensions of time of payment of all or any part of any draft, drafts or other indebtedness that may be granted by [redacted] Bank and Trust Company, and does also consent that any securities pledged under said acceptance agreement may be exchanged or surrendered from time to time without notice to, or further assent from the undersigned, and that the undersigned will remain bound upon his guarantee notwithstanding any such renewals, extensions, exchanges or surrenders.

The undersigned expressly waives presentment, demand of payment, protest and notice of dishonor of said drafts and acceptances thereof, and does also waive notice of the non-performance on the part of_____ _____of any of the provisions or covenants of the aforesaid acceptance agreement on its part to be performed and notice of any sale of the collateral securities aforesaid.

This guarantee is made without any limitation as to duration or amount, and the undersigned agrees that it shall continue and that said [redacted] Bank and Trust Company may continue to act on the faith thereof to any extent until such time as the said Trust Company shall receive from the undersigned written notice of its withdrawal, which notice, however, shall not in any wise affect any draft drawn and/or acceptance theretofore made or any other liability theretofore incurred, whether then due and payable or thereafter to become due and payable, and not fully paid at the time of the receipt by the said Trust Company of said notice.

The undersigned declares to and covenants with the said [redacted] Bank and Trust Company, its successors, endorsees, and assigns, that the undersigned has no defense whatever to any action, suit or proceeding at law, or otherwise, that may be instituted upon his guarantee.

This guarantee shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned has set_____hand and seal, this_____day of

_____19____

_____(L. S.)

ISSUED AUG. 10, 1946
CANCELLING ALL PREVIOUS ISSUES

PAN AMERICAN INTERNATIONAL AIR EXPRESS SERVICE

"ADVICE TO SHIPPERS"

Concerning Consular and other documents to be furnished by shippers in United States and Canada and to accompany shipments exported through Pan American World Airways System International Airports in the United States.

Important to Shippers

The importance of all documents mentioned herein being correctly prepared and accompanying shipments, is urged upon Shippers. These documents must be prepared by Shippers and handed to Receiving Agents with the shipments. The U. S. Export Declarations are required for U. S. Customs at the International Airports prior to exportation of shipments. Consular and Commercial Invoices, Certificates of Origin, and Import Licenses mentioned herein, are required by Customs authorities of the countries of destination. Shipments arriving at foreign destinations without the documents mentioned herein are subject to delay in Customs clearance and delivery to consignees, and fines being levied by such Customs, therefore shipments delivered to the International Airports in the United States without the necessary documents, will be held thereat pending receipt of same.

U. S. Shipper's Export Declaration in quadruplicate (four copies) which must be properly completed by the shipper or his authorized agent, must accompany all shipments originating in the UNITED STATES, (except as noted below*) irrespective of requirements concerning Consular Invoices, Commercial Invoices, Export and Import Licenses or Certificates of Origin mentioned below. Shippers should use the utmost care in preparing the U. S. Shipper's Export Declaration in quadruplicate. Separate Export Declarations are required for commodities under specific license and commodities under general license, i.e., commodities under specific license and commodities under general license may not appear on the same Export Declaration. Unless the Export Declaration is correctly prepared in all details as required by U. S. Customs, the latter will not permit the shipment to be exported. In such cases the shipment will be held at this Company's Airport at point of export pending communication with the shipper and receipt from him of corrected Export Declarations. U. S. Shipper's Export Declarations covering shipments exported by Air need not be sworn to, before a Notary Public or a Deputy Collector of Customs.

*Exceptions where U S. Shippers' Export Declaration is not required
(1) Shipments of office furniture, equipment and supplies to U S Government offices for the exclusive use of such offices.
(2) Shipments of household goods and personal property to employees of U. S. Government offices or to U. S Government offices for the exclusive use of such employees.
(3) Shipments of books, maps, charts and pamphlets made by U S. Government offices to foreign libraries or government establishments
(4) Shipments of military and naval supplies and equipment for the use of U S. military and naval forces abroad

Export Licenses permitting the export of many classes and kinds of materials are required by the U. S. Government. Such Export Licenses must be furnished by the shipper to accompany the shipment. Information regarding Export License requirements may be obtained from the Office of Export Control, 61 Broadway, New York City, or any District Office of the Bureau of Foreign and Domestic Commerce.

TO SHIPPERS INTERESTED IN THE UNITED STATES CUSTOMS DRAWBACK

"Notice of Intent" to export is to be prepared by the shipper or his Drawback agent, **the original and two copies of which are to be airmailed by the shipper directly to the Collector of Customs** at the port of export from the United States through which the shipment is routed. Point of export from the United States is shown against "Point A" in the middle of the face of the Airwaybill issued.

In addition to the above, two copies of the "Notice of Intent" should **be delivered to the receiving agent of the Railway Express Agency, Inc.** with the U. S. Shipper's Export Declaration (in quadruplicate) and the shipment. Each copy of the U. S. Shipper's Export Declaration should bear the following clause: "Exported with benefit of Drawback".

As an exception to the above, if the shipment moves "In Bond" from point of origin to the Pan American International Airport of Export the above-mentioned "Notice of Intent" need not accompany the shipment. However, Customs Manifest Form 7512, signed by a Customs Official, must accompany the shipment.

Customs House copies of Airwaybills may be obtained by the shipper on request to the Express Traffic Department, Pan American Airways, Inc., Chrysler Bldg., New York 17, N. Y. Request must be accompanied by an exact copy of the "Shipper's Copy", one for each shipment. A supply of blank forms for this purpose may be obtained on request to the above address.

This company cannot assume responsibility for shipments being exported under supervision of U. S. Customs Inspectors at the Airport of export from the United States, which is absolutely necessary to obtain benefit of Drawback, unless the shipper has carried out instructions as above.

See pages 65–78 for discussions.

(Braniff Airways International Air Express Service Memorandum Tariff)

General Information

Braniff Airways offers shippers and receivers a complete, streamlined international air cargo service between the United States and Mexico Rates named herein include pick-up and delivery service in the United States Delivery service is furnished in Mexico at no added charge. Shipments may move from point of origin in the United States to the International Gateway via either air or rail express To simplify preparation of documents, shippers must complete the "Shipper's Letter of Instructions" The International Waybill will then be executed by Braniff Airways personnel at the gateway and original copy will be returned to shipper For information not contained herein, refer to the official tariff, available for inspection at all offices of Braniff Airways, Inc., and at offices of Railway Express Agency in major cities

PHONE THE RAILWAY EXPRESS AGENCY to pick up your shipments and to furnish you the Braniff Shipper's Letter of Instructions.

International Documents

All documents required to accompany the shipment must be complete and in order. This includes: ***Shipper's Letter of Instructions*** authorizing Braniff Airways to complete the International Air Waybill, ***Shipper's Export Declaration*** (Form 7525V) made out in quintuplicate, ***Commercial Invoice*** is not demanded but is helpful in clearing shipment through customs, ***Export Licenses*** must accompany shipments of commodities requiring such licenses (information regarding general and special license is contained in the Comprehensive Export Control Schedules issued by the Office of Economic Warfare, Washington, D C; branch offices of O E W can furnish special information. ***Consular Invoice*** is not required because the air waybill is acceptable as such invoice.

Transportation Charges, Basis of

Weight or volume charges are based upon the rates per pound shown, except that shipments which weigh less than one pound (gross) avoirdupois per 200 cubic inches will be assessed on the basis of one pound per 200 cubic inches or fraction thereof, by outside or extreme dimensions of the shipment

— P L U S —

A valuation charge per $100 00 of declared carriage value Shippers will be required to declare a valuation for carriage in all cases in the Shipper's Letter of Instructions If the shipment contains one or more items defined as "Valuable Cargo" under that heading on the opposite page, the actual value of shipment must be declared as the valuation for carriage which valuation must not be less than the valuation declared for customs Fractions of $100 00 will be assessed proportionately This is a transportation charge and not a charge for insurance

MINIMUM CHARGES

The minimum weight or volume charge will be . . . . $1.00 per shipment

The minimum valuation charge will be . . . . . $0 10 per shipment

C. O. D. Shipments

Shipments may be forwarded C O D subject to the following requirements (A) The letters C O D, amount to be collected and name and address of shipper and consignee must be marked clearly and legibly on each package, (B) The amount of the C.O D shall be accepted as the declared valuation for carriage unless otherwise specified, (C) The total amount of C O D shall be collected on delivery and partial delivery or partial collection is not permissible, (D) A return service charge of 1% of the C O D. amount will be assessed, MINIMUM CHARGE, 50 cents.

Prepaid or Collect

Shipments will be accepted with charges prepaid or collect at destination, except that shipments obviously not worth transportation charges must be prepaid or charges guaranteed by responsible shippers. Shipments moving under U. S. Govt Bills of Lading may be forwarded collect.

See pages 65–78 for discussions.



AMERICAN AIRLINES INTERNATIONAL AIR EXPRESS-CARGO SERVICE

A Coordinated Service Embracing Europe, the United States and Mexico

American Airlines International Air Express and Air Cargo Service is designed to give shippers the fastest form of cargo transportation with a minimum of paper work and documentary requirements The knowledge and experience of American Airlines and the ground handling facilities and sales offices of the Railway Express Agency in the United States have been coordinated to furnish shippers with efficient, streamlined procedures so that maximum benefit may be derived from our fast, direct services to and from the UNITED STATES, EUROPE, and MEXICO

GENERAL INFORMATION

Every city served by American Airlines is now a port of exit. Shipments to EUROPE and MEXICO by American Airlines International Air Express and Air Cargo Service may move from the point of origination in the UNITED STATES to its destination on American Airlines via a single International Air Waybill, on either a rail, domestic Airfreight or Air Express waybill or on any combination of these services to one of our international gateways.

Through rates are available between fifty-seven cities served by American Airlines in the UNITED STATES and cities served by American Airlines in EUROPE and MEXICO. When shipments move via rail, domestic Airfreight or Air Express to the international gateway, the through charge will be a combination of the domestic air or rail charge to the international gateway through which the shipment moves and the American Airlines international air cargo charge from that point to destination Shipments may be routed via whatever gateway produces the lowest combined through charges

Traffic to points in countries other than those served by American Airlines will be accepted when circumstances permit and subject to the approval of American Airlines.

International shipments will be accepted at any Railway Express Agency Office in the UNITED STATES, at any airport office of American Airlines and at any office of the Canadian National or Canadian Pacific Express in CANADA

To simplify the preparation of international documents, shippers merely make out a "PINK SHEET" (Shipper's Letter of Instructions), which can be obtained from any American Airlines or Railway Express Agency office. This Shipper's Letter contains basic information necessary for the completion of an International Air Waybill and authorizes American Airlines or the Railway Express Agency to act as agent for the shipper to execute the air waybill in his name. To avoid burdening shippers with unnecessary detail, all American Airlines International Air Waybills are made out by American Airlines or the Railway Express Agency and the consignor's copy of the Air Waybill is returned completed to the shipper.

MARKING AND PACKING REQUIREMENTS

Each package or piece of property shall be legibly and durably marked with the name and address of the shipper and the name and address of consignee. All property presented for shipment shall be so prepared or packed as to insure safe transportation with ordinary care in handling

CHARGES FOR TRANSPORTATION

Transportation charges are based upon the weight and valuation of property to be transported.

See pages 68-78 for discussions.

Weight Charges (weight or bulk)—when shipped from the UNITED STATES of AMERICA, the charges on the weight of the shipment are based upon rates per pound, except that shipments offered for transportation which weigh less than one pound per 200 cubic inches on shipments to Mexico and 400 cubic inches on shipments to Europe will be assessed on the basis of one pound, per 200 cubic inches or 400 cubic inches or fraction thereof, as the case may be, by outside or extreme dimensions of the shipment. Fractions of a pound in the case of charges on the weight of the shipment will be assessed as a full pound.

Valuation Charge — shipments to both Europe and Mexico are deemed to have a declared value not exceeding $7 71 per pound ($17 00 per kilogram) U S currency, unless a higher value is declared on the airwaybill at the time of issuance On shipments, the declared value of which exceeds $7 71 per pound, an additional charge is assessed on that part of the valuation exceeding $7 71 per pound (see insert rate sheets) This valuation charge is a transportation charge and not a charge for insurance

Minimum Charges — a minimum weight or measurement charge will be made on all shipments in the amount of $1 00 per shipment to Mexico and $5 00 per shipment to Europe. (See rate sheet insert)

CHARGES COLLECT AND PREPAID

(a) Shipments may be accepted by the Carriers with charges prepaid or to be collected at destination, subject to the rules and regulations outlined in the current American Airlines tariff

C O D. (Collect on Delivery) SHIPMENTS — Shipments may be forwarded C.O D (Collect on Delivery) subject to the rules and regulations outlined in the current American Airlines tariff

SPECIAL EMERGENCY CONDITIONS OF ACCEPTANCE

American Airlines reserves the right to reject any shipment in case its duly authorized representative is not satisfied upon examination or other investigation that such shipment contains items which are not harmful or dangerous to the aircraft, its passengers, crew, or cargo

PROPERTY NOT ACCEPTABLE

Acids

Articles of extremely fragile nature

Articles or materials which might contaminate or otherwise cause damage to other express, freight, mail, baggage, passengers, flight crew and/or the aircraft.

Corpses and other human remains, not including cremated remains.

Lacquer, paints and varnishes having a flash point of less than 80 degrees Fahrenheit

Materials which are inflammable or explosive or otherwise dangerous, except as otherwise specifically provided in the current American Airlines Official International Air Express Tariff or Aircargo Tariff

Radium and radioactive materials

Storage Batteries

PROPERTY ACCEPTABLE ONLY UNDER DEFINED CONDITIONS

Animals, live, harmless, inoffensive, not odorous, securely packed, and requiring no attention in transit, such as goldfish packed in moss, baby terrapin, baby turtles, baby alligators not exceeding 20 inches in length, horned toads, frogs, lizards, newts, salamanders, snails, planaria, soft crabs, shellfish, blood worms and chameleons, queen bees and their attendant bees.

Other live freight may be accepted for international air cargo movement only when arrangements have been made in advance for handling in aircraft with the approval of American Airlines.

Magnetic Material, properly marked as "Magnetic Material"

Films, Motion Picture, acceptable for transportation only when packed in spark-proof containers, marked with a special yellow caution label to disclose the inflammable nature of the shipment

Samples of lacquers, paints and varnishes when such traffic meets requirements imposed by American Airlines Official International Air Express or Aircargo Tariff

Packages of exceptional dimensions and/or weight, packages of extreme length or of unusual shape and packages weighing in excess of 200 pounds provided advance notice has been given American Airlines and operating conditions permit its acceptance Perishable shipments which will not cause damage to articles with which they may come in contact Shipments of fish and shellfish packed in ice must be enclosed in a leak-proof and odor-proof container

Packages valued in excess of $100,000 (U S currency) acceptable only upon advance authorization from Superintendent or other express official in charge

DOCUMENTS REQUIRED

U S documents required for shipments to foreign countries are as follows.

(1) "Pink Sheet" (Shipper's Letter of Instructions)

(2) Shipper's Export Declaration (Form 7525V) made out in quadruplicate. This form need not be notarized.

Whenever the commodity being shipped comes within a classification demanding an export license, such an export license must accompany the shipment. Information regarding the regulations covering general and individual licenses is contained in the Comprehensive Export Control Schedules published bi-monthly by the Office of Economic Warfare, Washington, D. C The nearest branch office of the Office of Economic Warfare can also furnish shipper full information regarding commodity numbers, and general and individual license requirements No consular invoice is needed since the American Airlines International Air Waybill is usually acceptable as a consular invoice Copies of commercial invoices should always accompany each shipment.

Detailed information regarding documentary requirements of individual countries is contained in an International Shipping Documents Supplement

Service to EUROPE

Warsaw, Moscow, Leningrad and Helsinki will soon join Shannon (Eire), London, Amsterdam, Copenhagen, Stockholm, Oslo, Frankfort Au Main and Berlin on the long list of cities already being served by American Airlines Daily flights now join all major American cities with these European air centers For international Air Express rates, see insert rate sheet

Service to OFF-LINE EUROPEAN CITIES

Rapid resumption of commercial air service in Europe provides connecting service to Paris, Brussels, Geneva, Zurich, Gothenburg Many others will be added as conditions permit Shipments will be accepted to cities listed under special conditions and rates will be quoted on application.

Service to MEXICO

Three flights daily to Monterrey and Mexico City bring our southern neighbors within hours of every American city and assures rapid delivery of all international air cargo via our international gateways El Paso, Dallas, Fort Worth and San Antonio. See insert rate sheet

Combination "Rail-Air" Service

In addition to the "all air" service, American also offers a combination "rail-air" service via San Antonio to Monterrey and Mexico City A special low rate is quoted for shipments having a prior haul within the United States via Railway Express Agency. See insert rate sheet.

Service to OFF-LINE MEXICAN CITIES

Difficult, hard to reach off-line cities in Mexico can now be added to your market area American will accept shipments to the off-line cities shown below Transportation charges must be prepaid to transfer point – Mexico City or Monterrey. There they will clear Customs and be forwarded (transportation charges "collect") to destination by the best available means. Such shipments should be addressed to final consignee with notation "via Mexico City" or "via Monterrey" clearly printed on address label.

Shipments to following cities should be marked "via Mexico City"

Acapulco	Pachuca, Hg
Cordoba, Ver.	Papantla, Ver
Cuernavaca, Mor.	Puebla, Pue
Ciudad Del Carmen, Camp	Queretaro, Qro
Campeche, Campeche	Salina Cruz, Cax
Guanajuato, Gto.	San Luis Potosi, SLP
Jalapa, Ver.	Silao, Gto
Irapuato, Gto	Taxco, Gro
Morelia, Mich.	Tapachula, Chiapas
Minatitlan, Ver.	Tehucacan, Pue
Merida, Yucatan	Veracruz, Ver.
Oaxaca, Oax	Villa Hermosa Tabsco
Orizaba, Ver	Aacatecas, Zac

Shipments to following cities should bear notation "via Monterrey"

Aguascalientas, Ags	Matehuala, SLP
Cuatro Ciengas, Coah	Nuevo Laredo, Tamps
Ciudad Victoria, Tamps	Parral, Chih.
Durango, Dgo	Parras, Coah
Guadalajara, Jal	Saltillo, Coah
Mazatlan, Sin.	Torreon, Coah
Monclova, Coah	Tampico, Tampa

Tayoltita, Dgo

Service to CENTRAL AMERICA

The same speed of delivery offered to other countries served by American Airlines System can also be applied to shipments destined to Central American countries. Through arrangements with Taca Airways connections are made at Mexico City for shipments to.

British Honduras	Guatemala
Panama	El Salvador
Costa Rica	Honduras

Nicaragua

See insert rate sheet

For information not contained in this memorandum tariff consult the American Airlines International Air Express and Air Cargo Tariffs on file at all offices of American Airlines, Inc., and at offices of the Railway Express Agency, Inc , in major cities of the United States

AMERICAN AIRLINES INTERNATIONAL SHIPPING DOCUMENTS

ISSUED
NOVEMBER 1, 1946
CANCELS ALL
PREVIOUS ISSUES

A GUIDE TO DOCUMENTARY REQUIREMENTS TO BE MET BY INTERNATIONAL AIR SHIPPERS

PREPARATION AND SUBMISSION OF DOCUMENTS

IMPORTANT—The correct preparation of all international shipping documents cannot be overemphasized in importance. The absence or irregularity of documents may subject the shipment to delay. All required documents are to be prepared by the shipper or his agent and must be delivered to receiving agents of American Airlines with the shipment.

GENERAL REQUIREMENTS

GENERAL—Two sets of requirements are to be considered in making shipments from the United States. The first involves those governing exports from the U S, which are for the most part uniform for shipments to all countries. These are explained under EXPORT DOCUMENTS REQUIRED BY U. S. GOVERNMENT The second, involving those governing imports into other countries which vary considerably from country to country, are given for the various countries respectively under IMPORT DOCUMENTS REQUIRED BY FOREIGN GOVERNMENTS.

EXPORT DOCUMENTS REQUIRED BY U. S. GOVERNMENT

EXPORT DECLARATIONS

Shipper's Export Declarations (Form 7525-V) must be prepared in *triplicate* by the shipper or his agent for all shipments leaving the United States except as follows:

(1) Shipments to Canada need export declarations in *duplicate.*

(2) Shipments departing the U. S. through the Texas gateways require export declarations in *quadruplicate.*

(3) Shipments below require *no* export declarations:

(a) Shipments of office furniture, supplies and equipment to U. S Government offices for the exclusive use of such offices

(b) Shipments of household goods and personal property to employees of U. S Government offices or to U. S Government offices for the exclusive use of such employees.

(c) Shipments of books, maps, charts and pamphlets made by U. S. Government offices to foreign libraries of government establishments.

(d) Shipments of military or naval supplies and equipment for the use of U. S. military and naval forces abroad.

All details required by the form must be given, including commodity code numbers (obtainable from U S. Department of Commerce Commodity Schedule "B"), and the Export License number (See EXPORT LICENSES below) Separate export declarations are required for commodities being shipped out of the U S. under a specific license and under a general license Export declarations for air shipments need not be notarized or otherwise certified.

U. S. EXPORT LICENSES

Exports from the U. S. are controlled by licenses issued by various departments of the Government.

The *State Department* issues licenses for exports of arms, ammunition, implements of war (including major airplane parts), helium and tin plate.

The *Treasury Department* issues licenses for export of gold.

The *Department of Commerce* issues licenses for other commodities, except for those destined to Canada and those consigned to military or administrative organizations of the United States, which require no license of this type.

DEPARTMENT OF COMMERCE LICENSES

Department of Commerce licenses are of two types, namely, *"General"* and *"Specific"*.

At the present time, most shipments to most countries are eligible for *General Licenses*. Likewise, all shipments to individual members of the U. S. armed services are eligible for *General Licenses*, regardless of country of destination. In such cases the shipper merely shows the appropriate license symbol on the package and on the U. S. Export Declaration. No application or other formality is necessary.

PROGRESSIVE BUSINESS AND *AMERICAN* FLY THE SAME ROUTES

See pages 65–78 for discussions.

If a shipment is not eligible for a General License, the shipper must secure a *Specific License*. Generally, the shipper should check for the necessity of *Specific License:* (1) if his shipment (of any commodity) is destined to one of the following countries:

Bulgaria Hungary Germany Korea Rumania Spain

or, (2) if his shipment (to any country except Canada) falls under one of the following commodity categories:

Agricultural machinery and implements
Aluminum and manufactures
Animal and fish oils and grease, inedible
Animals, edible
Animal oils and fats, edible
Automobile, parts, accessories and service equipment
Beverages
Brass and bronze manufactures
Chemical specialty
Clay and clay products
Coal and related fuels
Coal tar products
Construction and conveying machinery
Copper and manufactures
Cotton manufactures
Cotton, semimanufactures
Cotton unmanufactured
Dairy products
Drugs, herbs, leaves and roots, crude
Electrical machinery and apparatus
Fertilizer and fertilizing materials
Fish and fish products
Fodders and feeds
Fruits and preparations
Grains and preparations
Hides and skins, raw, except furs
Industrial chemicals
Iron and steel manufactures
Lead and manufactures
Leather
Meat products
Medicinal and pharmaceutical preparations
Mining, well and pumping machinery
Misc textile specialty
Misc vegetable products inedible
Naval stores, gums and resins
Oilseeds
Other edible animal products
Other industrial machinery
Other inedible animals and animal products
Other non-ferrous ores, metals and alloys except precious
Other non-metallic minerals incl. precious
Paper, related products and manufactures
Petroleum and products
Photographic and projection goods
Pigments, paints and varnishes
Precious metals and plated ware except jewelry and precious metals for dentistry, gold and silver in ore, bullion and coin
Rubber and manufactures
Sawmill products (lumber)
Scientific and professional instruments, apparatus and supplies
Seeds, except oilseeds
Soap and toilet preparations
Spices
Steel mill products
Sugar and related products
Synthetic fibers and manufactures (including rayon and nylon)
Table beverage materials
Tin and manufactures
Vegetable dyeing and tanning extract
Vegetable fibers and manufactures
Vegetable oils and fats, edible
Vegetable oils and fats, inedible
Vegetables and preparations, edible
Wood manufactures
Wood, unmanufactured

INFORMATION FOR LICENSE APPLICATION

Current regulations pertaining to the requirements for export licenses and the procedure for securing specific licenses may be found in the latest issue of the Department of Commerce "Comprehensive Export Schedule", obtainable from the Superintendent of Documents, Government Printing Office, Washington 25, D. C. Necessary forms and information concerning applications for export licenses may be secured from:

- Requirements and Supply Branch, Office of International Trade, Department of Commerce, Washington 25, D. C.
- Office of International Trade, Department of Commerce, Empire State Building, 350 Fifth Avenue, New York, New York.
- Collectors of Customs, Field Offices of the Department of Commerce

ELIGIBILITY FOR DRAWBACKS

DRAWBACK ALLOWANCES are permitted to exporters of articles manufactured or produced in the United States with imported raw materials or merchandise on which import duty has been paid. The drawback allowances are equal to the full amount of the duties paid, less 1%, on the imported merchandise used in the manufacture of the exported articles. In order for a shipper to obtain drawback allowances on exported goods produced in whole or in part from imported materials on which duty was paid, the shipper must first arrange for the establishment of a drawback rate with the Commissioner of Customs in Washington. After this has been accomplished, the shipper must file in duplicate with the Collector of Customs, at the port from which the shipment is to be exported, a *"Notice of Intent to Export"* (Customs Form 7511A) at least six hours but not more than 90 days in advance of the shipment, A copy of the form is delivered to the American Airlines representative along with the shipment at the place of loading the aircraft.

DRAWBACK RATE

NOTICE OF INTENT TO EXPORT

DRAWBACK ENTRY AND CERTIFICATE OF MANUFACTURE

Following the exportation of an article (any time within two years), in order to complete the procedure for obtaining a drawback allowance, the shipper must file a *"Drawback Entry and Certificate of Manufacture"* with the Collector of Customs on Customs Form 7575A. This form must be accompanied by all pertinent importation certificates, airwaybills, landing certificates (if required), etc.

AIR WAYBILLS

Air waybills accompanying the drawback entry form should show that the export shipment was made for the account of the person making the entry It is desirable, in this connection, that the statement "Exported with benefit of Drawback" be shown on the air waybill.

STATEMENT ON EXPORT DECLARATIONS

When a shipment is made, on which drawback is to be claimed, each copy of the Shipper's Export Declaration for the shipment should bear the statement: "Exported with benefit of Drawback".

IMPORT DOCUMENTS REQUIRED BY FOREIGN GOVERNMENTS

COMMERCIAL INVOICES

When a commercial invoice is stipulated below as a required document, it must contain the following minimum information: full name and address of the shipper, place and date of origin of shipment, full name and address of the consignee, number and types of packages and marks, contents and weight of each package, value of each article, country of origin of merchandise, and shipper's or agent's signature. Some countries specify that certain additional details be given on the invoice, but this is outlined under each country.

FOREIGN IMPORT LICENSES

As noted below, many foreign nations require an Import License or Permit for some or all commodities. As a rule it must be obtained by the importer. Such licenses may take anywhere from one day (for Norway) to

as long as four weeks (for Denmark) to obtain Where Import Licenses are required, goods will not be released by the Customs service of the country of import until the license is exhibited by the importer. American Airlines will not refuse a shipment because of the lack of an import license for a shipment where the requirement for a license is known to exist. However, in order to avoid delays, it is recommended that import licenses be provided when necessary before shipment is made.

* * * * *

AUSTRALIA Three copies of the *Invoice and Declaration of Value** (a special form) are required in place of the usual commercial invoice. No consular visa is necessary

BELGIAN CONGO All shipments require one copy of a commercial invoice. No consular visa is necessary.

Generally, shipments of medicines and drugs require certification by the shipper as to the components thereof and a special license to enter the Belgian Congo, otherwise such commodities are prohibited entry. Shipments of animals and plants and their products must be accompanied by a Sanitary Certificate from the appropriate government health or sanitary authority in the country of origin.

BELGIUM A commercial invoice in triplicate is required for each shipment. No consular visa is necessary.

BRITISH HONDURAS In place of the shipper's commercial invoice, three copies of the *Special Invoice and Declaration of Value** (commonly called the "Jamaica Form") in English are required to accompany each shipment. As three copies of the form are also necessary for transit through Mexico, a total of six copies is required for every shipment.

BURMA Three copies of the commercial invoice, signed by the exporter, are required to accompany shipments. No consular visa is necessary. If the price shown on the commercial invoice is c.i.f., a statement must be included thereon to that effect.

Burmese regulations call for special documents in the entry of plants, drugs and munitions. Information in this regard may be obtained from British Consulates.

CANADA No shipper's commercial invoice is necessary. In its place, *Canadian Form M-A** in duplicate must accompany goods which have been sold prior to shipment, or *Canadian Form N-A** in duplicate for goods which are shipped on consignment. The N-A Form must be notarized. As certain importations into Canada are controlled by permit or by other means, it is the Canadian importer's responsibility to arrange with the appropriate agency of the Canadian Government to allow the importation of the controlled commodity.

COSTA RICA The requirements for shipments differ as to value:

Shipments valued at $100.00 or less must be accompanied by three copies of a shipper's commercial invoice to meet Mexican transit requirements.

Shipments valued in excess of $100.00 must be accompanied by six copies of a shipper's commercial invoice, three for entry into Costa Rica and three for Mexican transit requirements.

CUBA A commercial invoice in triplicate is required to accompany shipments, plus three copies for Mexican intransit purposes.

CZECHOSLOVAKIA Three copies of a commercial invoice are required. Consular legalization is not necessary.

DENMARK A shipper's commercial invoice, in duplicate, with a signed and notarized statement that the value is full, correct and true, is required to accompany each shipment, but consular legalization of the invoice is not necessary. Shipments of living plants or bulbs must be accompanied by an import permit. The Danish importer must obtain an Import Permission for all cargo prior to shipment of cargo.

EL SALVADOR The requirements for shipments differ as to value:

Shipments valued at $100.00 or less must be accompanied by three copies of a shipper's commercial invoice to meet Mexican transit requirements.

Shipments valued in excess of $100.00 must be accompanied by six copies of a shipper's commercial invoice in Spanish, three for entry of shipments into El Salvador and three to meet Mexican transit requirements. In addition, a Certificate of Origin, in Spanish, certified by the local Chamber of Commerce and visaed by the El Salvadorian Consul or consul of a friendly nation, is required.

EGYPT Three copies of the commercial invoice are required. No consular visa is necessary.

FINLAND A commercial invoice in triplicate should accompany each shipment. In addition, a copy of an Import License, secured by the Finnish importer and sent to the exporter in country where shipment originates, normally should accompany every commercial shipment, unless the importer has made different arrangements with Finnish Customs authorities for the entry of goods. In this connection, the number of the Import License should be marked clearly on the outside of the shipment's container(s).

Gift packages weighing up to ten kilos (22 lbs.) are permitted without Import Licenses and will be admitted duty free, provided contents are diversified. An itemized bill of sale or statement of value may be substituted for a commercial invoice in shipments of this type.

FRANCE	Shipments must be accompanied by two copies of a commercial invoice, notarized, and visaed by the French Consul. In addition, three copies of the *French Combined Consular Invoice and Certificate of Origin** in French or English must be legalized by the French Consul, and the original and duplicate must accompany shipment. Repetition on the *Combined Consular Invoice and Certificate of Origin* of the detail appearing on the commercial invoice may be avoided if the two documents are attached in the presence of a representative of the French Consulate. Shipments of bona fide sample merchandise of no commercial value in normal sample lots may be shipped without a visaed *French Consular Invoice and Certificate of Origin* It is recommended however, that a commercial invoice accompany the shipment, although it is not necessary that the invoice be visaed by the French Consul.
GERMANY (American Zone of Occupation)	Commercial shipments may be made only to the armed forces or U. S Government agencies in Germany at the present time No documentation is necessary for entry although it is recommended that a commercial invoice, or bill of sale, or statement of value be included with the shipment. Gift shipments to members of the U S. Armed Services or to representatives of the U. S. in Germany may be forwarded without any documentary requirements except for export declarations upon departure of the shipment from the U. S. Such shipments may be exported from the U S. under a general license. Shipments of relief supplies to Germany may be made only by agencies registered with the President's War Relief Control Board (PWRCB) provided that the shipments are consigned to or for UNRRA or to an agency in Germany that has been approved by the PWRCB *All other shipments to Germany are prohibited.*
GREECE	A commercial invoice should be prepared in quintuplicate The original, signed by the shipper, must be sent direct (airmail) to "Commission de Controle des Factures, Douanes de *(name of port of entry in Greece)*". It is advisable also to send a signed copy of the invoice to the consignee by airmail. The three other copies signed by the shipper should accompany shipment. If the shipment is valued over $10 00, a Certificate of Origin (general form)* is also necessary. This form must be prepared in triplicate and submitted to a notary public or chamber of commerce for certification. One copy should be sent with the invoice to the "Commission de Controle des Factures," and one should accompany shipment Both the commercial invoice and the Certificate of Origin require legalization by a Greek Consulate
GUATEMALA	Six copies of a shipper's commercial invoice is required in Spanish to accompany each shipment, three for entry of shipment into Guatemala and three for Mexican transit requirements. No consular visa is necessary.
HONDURAS	Six copies of shipper's commercial invoice is required in Spanish to accompany each shipment, three for entry of shipment into Honduras and three for Mexican transit requirements. The invoice must contain the following statement: "Declaro bajo la gravedad del juramento, con la firma puesta al pie de esta declaración que todos y cada uno de los datos contenidos en esta factura son exactos y verdaderos y que la suma total declarada en la misma en que se han vendido las mercancias."
INDIA	Three copies of the commercial invoice must accompany all shipments. No consular visa is required. Under war-time regulations that are still effective, a statement pertaining to the country of origin of the merchandise is also necessary This statement may be included on the invoice or attached separately on shipper's letterhead and must be signed by the shipper.
IRAQ	Three copies of a commercial invoice is required to accompany shipments.
IRELAND (Except North Ireland)	The original copy of an itemized shipper's commercial invoice in English must accompany each shipment. If the invoice is not in English, it should then be accompanied by a certified translation. In addition, all shipments must be accompanied by a *Certificate of Origin* (Irish Form)* in duplicate, certified by a local Chamber of Commerce official, a Justice of the Peace, or a notary public. Irish importers must obtain an Import License on certain shipments, such as tobacco, drugs and plants in order to receive shipments.
ITALY	Three copies of the commercial invoice should accompany all shipments In addition, a Certificate of Origin (general form)* is required for all commercial shipments. The Certificate of Origin must be signed by a notary public and then legalized by an Italian Consulate. One copy should accompany a shipment.
JAVA, N. E. I.	All imports are now under the control of the Netherlands Indies Government Export and Import Organization (NIGEIO) and authority to send merchandise into the Indies must be received from offices of that organization in Batavia or The Hague prior to shipment. Two copies of a commercial invoice must accompany each shipment. Three copies of a Certificate of Origin legalized by the Netherlands Consulate are required on such shipments of merchandise as wines, liquors, butter, margarine, cheese and other non-liquid milk and dairy products.
KENYA COLONY & E. A.	A special *Invoice and Certificate of Value** (special form) in triplicate, instead of the commercial invoice, must accompany shipments. No consular visa is required.

LEBANON

Lebanon requires a commercial invoice to accompany all commercial shipments, regardless of value The invoice must be certified as to current export market prices by a recognized Chamber of Commerce and legalized by the Lebanon Consulate.

A Certificate of Origin (general form)* must also accompany shipments This must be certified by a Chamber of Commerce and legalized by the Lebanon Consulate. The certificate must show f a s value.

Shipments of such merchandise as used clothing and used blankets require a Fumigation Certificate which also requires legalization by the consulate and must accompany shipment.

MEXICO

Commercial invoices are not mandatory for shipments destined to points within Mexico, but because of the importance placed upon the invoice by Mexican importers and because of the facilitation it offers through the Mexican Customs, it is advisable to forward at least one and preferably three copies of the commercial invoice with shipments destined to Mexico.

For intransit shipments, three copies of the commercial invoices are required for each shipment. Therefore, any shipment en route through Mexico to another country must be accompanied by three copies of the invoice for Mexico *in addition* to the number stipulated for entry into the country of destination. (See Brit. Honduras, Costa Rica, Cuba, El Salvador, Guatemala, Honduras, Nicaragua and Panama.)

NETHERLANDS

As the basic requirement, two copies of the shipper's commercial invoice must accompany each shipment. In addition, three copies of a Certificate of Origin are required for shipments of certain commodities This certificate, if issued by a recognized Chamber of Commerce, does not require Consular legalization. Generally, the products requiring a Certificate of Origin are·

Wines & Liquors	Margarine	Upper and sole leathers	Plush and velvet
Hosiery	Barbed wire	Certain Textiles	Paper and Paper board
Footwear	Nails	Certain Furniture	Conductors for electricity

Butter, Cheese and other Dairy Products

An Import License (import permit) must be secured by the Dutch importer in order to receive any shipment valued over 25 Guilders ($9 25), but this can be obtained only after arrival of shipment since the object of the license is to control use of foreign currency reserve.

NEWFOUNDLAND

Instead of a commercial invoice, three copies of an *Invoice and Certificate of Value and Origin** (special form) is required to accompany all shipments.

NICARAGUA

The requirements for shipments differ as to value:

Shipments valued at $100 00 or less must be accompanied by six copies of a shipper's commercial invoice in Spanish, three copies for Nicaragua and three for Mexican transit requirements.

Shipments valued in excess of $100.00 must likewise be accompanied by six copies of a shipper's commercial invoice in Spanish. The distinction is that the invoice must be visaed by the Nicaragua Consul if the shipment originates at a point where such Consul is located. However, invoices of shipments in this category originating at points where there is no Nicaraguan Consul, do not need to be visaed.

NORWAY

The original of a shipper's commercial invoice must accompany each shipment. In addition, it is required that the Norwegian importer obtain an import license in order to receive shipment.

PANAMA

Six copies of a shipper's commercial invoice in Spanish are required to accompany each shipment—three copies for Panama and three for Mexican transit requirements. The invoice must contain the following statement:

"Declaro bajo la gravedad del juramento, con la firma puesta al pie de esta declaración que todos y cada uno de los datos contenidos en esta factura son exactos y verdaderos y que la suma total declarada en la misma en que se han vendido las mercancias "

POLAND

Three copies of the commercial invoice must accompany each shipment.

A *Certificate of Origin* (Polish Form)* is required for almost all products of a commercial nature but is not necessary for personal shipments, such as gifts Four copies must be submitted to a Chamber of Commerce for validation and subsequently visaed by a Polish Consulate. The original must accompany the shipment. To be valid, the Certificate of Origin must show the goods consigned and billed to a firm located in Poland. A Certificate of Inspection issued by the U. S. Department of Agriculture and legalized by the Polish Consulate should accompany shipments of fresh fruits and plants.

PORTUGAL

Two copies of the commercial invoice must accompany shipments If shipment is valued over $20 00 two copies of a Consular invoice legalized by the Portuguese Consulate must also accompany shipment.

A Certificate of Origin is required if it is necessary for the shipment to go through more than one country en route from country of origin to Portugal, or if specified by the consignee.

SIAM (Thailand)

Three copies of a commercial invoice should accompany each shipment. While no consular visa or special form is required, particular attention should be paid in giving pertinent details of the shipment on the invoice, namely: 1) whether goods are sold outright, on contract, on consignment, or supplied to a Thai branch of the exporting firm; 2) complete and separate descriptions of contents for mixed or composite

shipments; 3) type, kind and number of packages and marks and numbers, and gross and net weight of all packages; 4) certain specific descriptive information pertaining to the goods as an aid in Customs classification, such as weight per square meter of fabrics, the percentages of component parts of products, etc. Shipments of arms, ammunition, explosives, radio and wireless equipment, pathogenic micro-organisms, venoms and tobacco are governed by special licenses and permits which must be obtained by the importer.

SPAIN One copy of the commercial invoice must accompany shipments. In addition, all commercial shipments, regardless of value or nature of merchandise require a *Certificate of Origin*. This is an official Spanish form obtained only at Spanish Consulates The certificate must be legalized by the Spanish Consulate, prior to which it is desirable that the certificate be signed by a Chamber of Commerce official. The original copy of the certificate must accompany the shipment.

STRAITS SETTLEMENTS (Singapore) Shipments must be accompanied by three copies of the commercial invoice. No consular visa is required. Shipments of textiles must be accompanied by a *Certificate of Origin* (special form)* in addition to the commercial invoice

SWEDEN One signed copy of a shipper's commercial invoice must accompany each shipment. For shipments of plants with roots or bulbs, the importer must obtain an import permit to receive shipment, and, in such cases, certain documents or certificates attesting to the purity of the plants are needed from the shipper in order for the importer to secure the permit. Therefore, proper action should be taken to supply the importer with this documentary material

In addition, in order to assure entry into Sweden, the importer must secure an import license for certain commodities, such as shipments of textiles, watches, jewelry and hats, but no license is required for such commodities as manufacturing machinery and parts, electrical machinery, leather, newsreels or entertainment films Drugs may only be consigned to licensed chemists who hold a General Import License, and shipments of arms and ammunition require the importer to secure an import permit from the Ministry of Trade before he may secure the shipment from Customs.

SWITZERLAND Three copies of the commercial invoice are required for each shipment. No consular legalization is necessary. For certain commodities, such as shipments of tissues of silk, floss silk, and artificial silk, one copy of the Certificate of Origin (general form)* is required. The certificate must be certified by a Chamber of Commerce and must state directly below the description of the merchandise the country in which the fabric was woven. No consular legalization is necessary.

SYRIA A commercial invoice in duplicate and a Certificate of Origin (general form)* are the required documents to accompany all shipments. Both documents must be certified by a Chamber of Commerce and legalized by the Syrian Consulate.

TURKEY A commercial invoice in duplicate, and a *Combined Certificate of Origin and Consular Invoice* (special form)* in triplicate must be prepared for each shipment. The Combined Certificate must be certified as to origin by a Chamber of Commerce and subsequently legalized along with the commercial invoice by the Turkish Consul which retains a copy of each form. The original of each form should accompany shipment. The Combined Certificate must itemize: 1) cost of merchandise at factory, 2) inland freight and cartage and, 3) total f a s. values. When the commercial invoice shows the c.i.f. value, the Combined Certificate must also show the c i f , as well as the f.o b and f a.s. values

UNION OF SOUTH AFRICA Instead of commercial invoice, an *Invoice and Certificate of Value* (special form)* is required. This form must be prepared by the shipper and should accompany the shipment in triplicate. No consular visa is required.

UNITED KINGDOM including (ENGLAND) (SCOTLAND) (WALES & NO IRELAND) For all shipments the shipper must include one copy of a commercial invoice. The importer must obtain a British Import License for all commodities entering by air in order to receive shipments, except for gifts from the United States to individuals in the United Kingdom, which are allowed entry without an import license, provided (1) they are unsolicited and not intended for sale, (2) they are clearly marked as gift parcels, and (3) they do not exceed 22 lbs. in total weight. This concession, however, does not apply to items prohibited or restricted for entry, such as arms, ammunition, plummage, dangerous drugs or other articles which are subject to special legislative prohibition or restriction. The import license number must be shown on the air waybill of the shipment, therefore, such information should be transmitted by the shipper to the American Airlines' representative when shipment is delivered to the carrier. In addition, a pathological certificate is required and must accompany shipments of fruits, vegetables, bulbs, live plants, trees and shrubs.

For shipments moving through the United Kingdom a Transshipment License is required for certain listed commodities. This may be obtained by the shipper's agent in the United Kingdom, and the number of the license made known by the shipper to the American Airlines' representative so that it may be shown on the air waybill. Generally, the commodities requiring a transshipment license are:

Animal feeds	Fats and oils	Cocoa and cocoa products	Edible nuts	Sugar
Fertilizers	Hides, skins and leathers	Fruits	Meat	Rotenone
Dairy products	Hog bristles	Cordage fibers	Pulses	

* * * * *

SOURCE OF FORMS ** Forms marked by an asterisk herein for shipments to various countries are obtainable at commercial printers and in New York at Unz & Co., 24 Beaver Street, New York 4, New York*

PRINTED IN U.S.A.

AAL FORM T223A-1-46-50M SETS
PRINTED IN U.S.A.

AMERICAN AIRLINES SYSTEM

Issued by AMERICAN AIRLINES, Inc.

INTERNATIONAL AIR WAYBILL

Nº 94557

NOT NEGOTIABLE unless initialed by Consignor and first carrier in this box.

NEGOTIABLE	
Consignor	First Carrier

CONSIGNEE _____ ADDRESS _____ (STREET / CITY / COUNTRY)

FROM (Airport of Origin) _____ TO (Airport of Destination) _____

VIA (Routing)
AIRFREIGHT FROM _____ TO _____
AIR EXPRESS DOMESTIC FROM _____ TO _____
AIR EXPRESS INTERNATIONAL FROM _____ TO _____
RAIL EXPRESS FROM _____ TO _____

MARKS AND NUMBERS	NO. OF PCS. METHOD OF PACKING AND MEASUREMENTS	WT. OR MEAS SPECIFY LBS. OR KILOS		DESCRIPTION OF THE GOODS (CARRIER WILL INSERT CLASS AND RATE FOR AIR FREIGHT)	CONSIGNOR'S DECLARED VALUE (SPECIFY CURRENCY)	
		GROSS	NET		FOR CARRIAGE	FOR CUSTOMS
TOTALS						

Transportation hereunder is subject to the rules relating to liability established by the Convention for the Unification of Certain Rules Relating to International Transportation by Air done at Warsaw, Poland, October 12, 1929. If such transportation is "international carriage/transportation" as defined by said convention and is otherwise governed thereby. The right to substitute alternative carriers is reserved. In all cases in which the carriage is subject to British laws it is expressly declared that (1) Combined transport (air-rail) is subject to the "General Conditions of Carriage of Goods by air and rail", and (2) the carrier(s) are not common carrier(s) and do not accept the obligation or liability of common carriers; nor is there implied in the contract of carriage any warranty concerning the aircraft engaged in the carriage or concerning its fitness for the carriage of the goods to which such contract relates

COPY OF ARRIVAL NOTICE TO _____

ADDRESS _____

COUNTRY OF ORIGIN OF GOODS _____

CONSIGNOR REQUESTS INSURANCE: YES ☐ NO ☐ INSERT LETTER "X" IN PROPER BLOCK

If letter "X" is inserted in the YES space above, and if the appropriate premium is paid and this Air Waybill has been signed by the First Carrier, the shipment covered

APPARENT CONDITIONS OF THE GOODS AND PACKING

	CHARGES TO BE PREPAID		CHARGES TO BE COLLECTED	
	SPECIFY CURRENCY			
FIRST CARRIER'S CHARGES	CY.	CY.	CY.	CY.
WEIGHT OR VOLUME CHARGE				

See pages 78–79 for discussion.

[1]

by this Air Waybill is insured, under an open policy, in the amount of Consignor's Declared Value for Carriage set forth above (but in no event to exceed the actual value of property at destination plus 10%) against all risks of physical loss or damage from any external cause whatever except directly or indirectly from war risks, strikes, riots, hostilities or legal seizure, or delay or inherent vice; and subject to the terms and conditions of such open policy. The terms and conditions of the open policy are available for inspection by the Consignor. Claims should be reported to nearest loss representatives of insurance company and presented to insurance company at home office. Names and addresses may be had on application to local offices of the American Airlines System.

INSURANCE IS PAYABLE TO CONSIGNOR UNLESS ANOTHER PAYEE IS DESIGNATED ON THE FOLLOWING LINES

PAYABLE TO_____

ADDRESS_____

If the shipment cannot be delivered or forwarded as consigned the consignor requests the carrier to (check proper block)

☐ NOTIFY CONSIGNOR ☐ RETURN TO CONSIGNOR ☐ ABANDON

☐ DELIVER TO

ADDRESS

DOCUMENTS ACCOMPANYING THIS AIRWAYBILL ☐ COMMERCIAL INVOICE ☐ CERTIFICATE OF ORIGIN ☐ CONSULAR INVOICE

NUMBER OF COPIES OF AIRWAY BILL TO ACCOMPANY SHIPMENT_____

NUMBER OF PARTS OF AIRWAY BILL_____

The consignor certifies that the above particulars are correct and (without prejudice to the rules relating to liability established by the Convention of Warsaw of October 12, 1929), a choice of rates having been offered according to value, agrees that the liability (if any) of the carriers shall in no event exceed the consignor's Declared Value for Carriage stated above, upon which charges for carriage are based, liability for partial loss or damage to be computed pro rata on the basis of such declared value. The consignor agrees that no time is fixed for the completion of the carriage hereunder. The consignor hereby accepts all the terms, conditions and provisions stated or referred to on the face of this Air Waybill and the tariffs, classifications, rates, regulations and conditions of the carriers, and hereby agrees that same shall be binding upon the consignor, consignee and owner of the goods. The consignor guarantees payment of collect charges and advances. In the event of the rules, conditions and regulations stated or referred to above or any part thereof, relating to the exclusion or limitation of the liability of the carrier(s), being contrary to the law of the State or Territory in the court of which an action is brought, the liability of the carrier(s) shall be excluded or limited insofar as such law permits, and the carrier(s) shall be entitled to the benefit of every exclusion or limitation of liability permitted by such law.

CONSIGNOR_____

ADDRESS_____

BY_____

SIGNATURE OF CONSIGNOR OR AUTHORIZED AGENT

RECEIVED SHIPMENT DESCRIBED HEREON

CONSIGNEE'S SIGNATURE_____ DATE_____

FROM TO				
VALUATION CHARGE				
FROM TO				
INSURANCE CHARGE (PREPAY)				
FROM TO			XXXX	XXXX
C.O.D. SERVICE CHARGE				
TOTAL FIRST CARRIER CHARGES				
OTHER CHARGES OR DEPOSITS				
CUSTOMS DUTIES				
CLEARANCE CHARGES				
C.O.D. AMOUNT	XXXX	XXXX		
OTHER WT. OR VOL. CHG.				
OTHER VALUE CHARGE				
CONSIGNOR'S DEPOSIT			XXXX	XXXX
SUB TOTAL				
R.E.A. CHARGES				
GRAND TOTAL				

RECEIVED AT_____ ON_____

in apparent good order and condition, except as noted hereon, the above described goods or packages said to contain the goods for transportation subject to the tariff(s), classifications, rates, regulations, terms and conditions of the carrier(s) in effect on date hereof and which can be inspected at their booking offices, insofar as such conditions and regulations are not inconsistent with the conditions and provisions referred to or stated herein, from the airport of origin noted above to the airport of destination noted above, for delivery or trans-shipment thereat to the consignee noted above as provided herein, and, if received in any place other than the airport of origin noted above, for forwarding and consignment by other transportation organization(s) to the above named airport of origin subject to the charges, advances, tariff(s), regulations and conditions of such other transportation organization(s). Three ORIGINALS of this Air Waybill have been issued, one of which being accomplished, the others to stand void.

DATE AND PLACE OF COMPLETION OF AIR WAYBILL_____

NAME OF FIRST CARRIER_____

ADDRESS_____

SIGNATURE OF FIRST CARRIER_____

OR ITS AGENT_____

1. FOR THE CARRIER — A. A. INC. — ORIGINAL

[2]

AAL FORM T282A-1-46-50M SETS PRINTED IN U.S.A.

AMERICAN AIRLINES

Issued by AMERICAN AIRLINES, Inc.

INTERNATIONAL AIR WAYBILL

Page 13-3 Original
July 1, 1946

No 57000

NOT NEGOTIABLE unless initialed by Consignor and first carrier in this box.

NEGOTIABLE	
(1)	(1a)
Consignor	First Carrier

CONSIGNEE John Doe Wholesale Co. (2) ADDRESS 210 Cornhill, London, England (2a)

FROM (Airport of Origin) Nashville, Tenn. (3) TO (Airport of Destination) London, England (Hutt) (4

AIRFREIGHT FROM _____ (5) TO _____

VIA (Routing) AIR EXPRESS DOMESTIC FROM Nashville, Tenn. (6) TO New York, N. Y.

AIR EXPRESS INTERNATIONAL FROM New York, N.Y. (7) TO London, England

(9) RAIL EXPRESS FROM Humboldt, Tenn. (8) TO Nashville, Tenn.

MARKS AND NUMBERS	No. OF PCS METHOD OF PACKING AND MEASUREMENTS	WT OR MEAS SPECIFY LBS OR KILOS GROSS	NET	DESCRIPTION OF THE GOODS (CARRIER WILL INSERT CLASS AND RATE FOR AIR FREIGHT)	CONSIGNOR'S DECLARED VALUE (SPECIFY CURRENCY) FOR CARRIAGE	FOR CUSTOMS
(10)	(11)	(12)	(13)	(14)	(15)	(16)
A 10	2 cbd boxes 12" x 15" x 20" ea.	52# 23.6 K	40# 18.1 K	24 doz. Men's Scarfs - All Wool (not worsted) Rate: NY-London $1.30 per lb.	$550. U.S.	$432. U.S.
Address	1 cdb box 20" x 20" x 29"	43# 19.5K	34# 15.4K	20 doz. Men's Socks - All Wool (not worsted) Rate: NY-London $1.45 per lb.	$411. U.S.	$411. U.S.
		95 lb	74 lb			
TOTALS (17)	3 pcs.	43.1K	33.5K		$961.00	843.00

Transportation hereunder is subject to the rules relating to liability established by the Convention for the Unification of Certain Rules Relating to International Transportation by Air done at Warsaw, Poland October 12, 1929 If such transportation is "international carriage/transportation" as defined by said convention and is otherwise governed thereby. The right to substitute alternate carriers is reserved. In all cases in which the carriage is subject to British laws it is expressly declared that (1) Combined transport (air rail) is subject to the "General Conditions of Carriage of Goods by air and rail", and (2) the carrier(s) are not common carrier(s) and do not accept the obligation or liability of common carriers, nor is there implied in the contract of carriage any warranty concerning the aircraft engaged in the carriage or concerning its fitness for the carriage of the goods to which such contract relates

COPY OF ARRIVAL NOTICE TO John Doe Mfg. Co. (18)
ADDRESS 210 Cornhill, London, Eng.

COUNTRY OF ORIGIN OF GOODS U.S.A. (19)

CONSIGNOR REQUESTS INSURANCE: YES [X] NO [ ] INSERT LETTER X IN PROPER BLOCK

If letter "X" is inserted in the YES space above, and if the appropriate premium is paid and this Air Waybill has been signed by the First Carrier the shipment covered by this Air Waybill is insured, under an open policy, in the amount of Consignor's Declared Value for Carriage set forth above (but in no event to exceed the actual value of property at destination plus 10%) against all risks of physical loss or damage from any external cause whatever except directly or indirectly from war risks, strikes, riots, hostilities or legal seizure, or delay or inherent vice, and subject to the terms and conditions of such open policy. The terms and conditions of the open policy are available for inspection by the Consignor. Claims should be reported to nearest loss representatives of insurance company and presented to insurance company at home office. Names and addresses may be had on application to local offices of the American Airlines System

INSURANCE IS PAYABLE TO CONSIGNOR UNLESS ANOTHER PAYEE IS DESIGNATED ON THE FOLLOWING LINES (20)

PAYABLE TO First National Bank of Humboldt
ADDRESS 101 Main Street, Humboldt, Tenn.

If the shipment cannot be delivered or forwarded as consigned the consignor lists the carrier to (check proper block)

[ ] NOTIFY CONSIGNOR [ ] RETURN TO CONSIGNOR [ ] ABANDON (21)
[X] DELIVER TO Thomas City Warehouse
ADDRESS 95 Back Lane, London, Eng

DOCUMENTS ACCOMPANYING THIS AIRWAYBILL
[X] COMMERCIAL INVOICE [X] CERTIFICATE OF ORIGIN [X] CONSULAR INVOICE
[X] SHIPPERS EXPORT DECLARATION (22)

NUMBER OF COPIES OF AIRWAY BILL TO ACCOMPANY SHIPMENT (23)
NUMBER OF PARTS OF AIRWAY BILL thirteen (24)

The consignor certifies that the above particulars are correct and (without prejudice to the rules relating to liability established by the Convention of Warsaw of October 12 1929), a choice of rates having been offered according to value, agrees that the liability (if any) of the carriers shall in no event exceed the consignor's Declared Value for Carriage stated above, upon which charges for carriage are based. Liability for partial loss or damage to be computed pro rata on the basis of such declared value. The consignor agrees that no time is fixed for the completion of the carriage hereunder. The consignor hereby accepts all the terms, conditions and provisions stated or referred to on the face of this Air Waybill and the tariffs, classifications, rates, regulations and conditions of the carriers and hereby agrees that same shall be binding upon the consignor, consignee and owner of the goods. The consignor guarantees payment of collect charges and advances. In the event of the rules, conditions and regulations stated or referred to above or any part thereof, relating to the exclusion or limitation of the liability of the carrier(s), being contrary to the law of the State or Territory in the court of which an action is brought, the liability of the carrier(s) shall be excluded or limited insofar as such law permits, and the carrier(s) shall be entitled to the benefit of every exclusion or limitation of liability permitted by such law

CONSIGNOR Humboldt Manufacturing Co. (25)
ADDRESS 101 Main St., Humboldt, Tenn.
BY Signed "Jack Smith"
SIGNATURE OF CONSIGNOR OR AUTHORIZED AGENT

RECEIVED SHIPMENT DESCRIBED HEREON
CONSIGNEE'S SIGNATURE John Doe Wholesale DATE 10/3/45 (26)
by Joseph Rose

APPARENT CONDITIONS OF THE GOODS AND PACKING
Good Order and Condition (27)

(28)	CHARGES TO BE PREPAID (29) SPECIFY CURRENCY US cy	Eng cy	CHARGES TO BE COLLECTED US cy	Eng cy
FIRST CARRIER'S CHARGE (30)				
WEIGHT OR VOLUME CHARGE FROM TO (31)				
VALUATION CHARGE FROM TO (32)				
INSURANCE CHARGE (PREPAY) FROM TO (33)			XXXX	XXXX
C.O.D. SERVICE CHARGE (34)				
TOTAL FIRST CARRIER CHARGES (35)				
OTHER CHARGES OR DEDUCTIONS (36)				
CUSTOMS DUTIES (37)				
CLEARANCE CHARGES (38)				
C.O.D. AMOUNT (39)	XXXX	XXXX		
OTHER WT. OR VOL. CHG. (40)				
OTHER VALUE CHARGE (41)				
CONSIGNOR'S DEPOSIT (42)			XXXX	XXXX
SUB TOTAL (43)				
R.E.A. CHARGES (44)				
(45)				
GRAND TOTAL (46)				

RECEIVED AT Nashville, Tenn. 10/1/45 (47)
in apparent good order and condition except as noted hereon the above described goods or packages said to contain the goods for transportation subject to the tariff(s) classifications, rates, regulations terms and conditions of the carrier(s) in effect on late were of and which can be inspected at their booking offices insofar as such conditions and regulations are not inconsistent with the conditions and provisions referred to or stated herein, from the airport of origin noted above to the airport of destination noted above, for delivery or trans-shipment thereat to the consignee noted above as provided herein, and, if received in any place other than the airport of origin noted above for forwarding and consignment by other transportation organization(s) to the above named airport of origin subject to the charges, advances, tariff(s), regulations and conditions of such other transportation organization(s). Three ORIGINALS of this Air Waybill have been issued one of which being accomplished, the others to stand void (48)

DATE AND PLACE OF COMPLETION OF AIR WAYBILL Nashville, Tenn. 10/1/45
NAME OF FIRST CARRIER (49)
ADDRESS (49a)
SIGNATURE OF FIRST CARRIER OR ITS AGENT (50)
(50a)

1. FOR THE CARRIER — A. A. INC. — ORIGINAL (51)

See pages 78–79 for discussion.

AOT. Form 606A
Printed in U S A

NOT NEGOTIABLE

AMERICAN OVERSEAS AIRLINES
INTERNATIONAL AIR WAYBILL

Issued by AMERICAN OVERSEAS AIRLINES, Inc.
100 East 42nd Street, New York, N. Y., U S A.

AWB_____
Agent's Ref._____

CONSIGNED TO_____
ADDRESS_____
FOR_____ ADDRESS_____
AIRPORT OF ORIGIN_____ AIRPORT OF DESTINATION_____

FROM	TO	TYPE OF SERVICE ‡

METHOD OF ROUTING

‡ Indicate whether Rail Express, Air Express, Airfreight or other type of Service

FROM	TO	TYPE OF SERVICE ‡

MARKS AND NUMBERS	NO. OF PCS (In Words and Figures) and METHOD OF PACKING	DESCRIPTION OF THE GOODS	WEIGHT KILOS GROSS	WEIGHT KILOS NET	WEIGHT POUNDS GROSS	WEIGHT POUNDS NET	MEASUREMENTS	SHIPPER'S DECLARED VALUE (Specify Currency) FOR CARRIAGE	SHIPPER'S DECLARED VALUE (Specify Currency) FOR CUSTOMS	COUNTRY OF ORIGIN

SHIPPER'S C O D (WORDS AND FIGURES)

DOCUMENTS ACCOMPANYING THIS AIR WAYBILL
☐ COMMERCIAL INVOICE ☐ CERTIFICATE OF ORIGIN ☐ CONSULAR INVOICE
☐
☐

SHIPPER REQUESTS INSURANCE YES ☐ NO ☐
(Insert Letter X in Proper Box)
If shipper requests insurance and if the appropriate premium is paid and this Air Waybill has been signed by the first carrier the shipment covered by this Air Waybill is insured under an open policy in the amount of the Shipper's Declared Value for Carriage set forth above (recovery is limited to Shipper's Declared Value for Carriage but in no event to exceed the actual value of property at destination plus 10%) against all risks of physical loss or damage from any external cause whatever except directly or indirectly from war risks strikes riots hostilities or legal seizure or delay or inherent vice and subject to the terms and conditions of such open policy. The terms and conditions of the open policy are available for inspection by the shipper. Claims should be reported to nearest loss representatives of insurance company and presented to insurance company at home office. Names and addresses may be had on application of local offices of American Overseas Airlines.
INSURANCE IS PAYABLE TO SHIPPER UNLESS ANOTHER PAYEE IS DESIGNATED ON FOLLOWING LINES.

PAYABLE TO_____
ADDRESS_____

SHIPPER'S INSTRUCTIONS IN CASE OF INABILITY TO DELIVER SHIPMENT AS CONSIGNED
☐ NOTIFY SHIPPER ☐ RETURN TO SHIPPER BY_____
☐ ABANDON
☐ DELIVER TO_____
ADDRESS_____

The shipper certifies that the above particulars are correct and (without prejudice to the rules relating to liability established by the Convention of Warsaw of October 12, 1929), a choice of rates having been offered according to value, agrees that the liability (if any) of the carriers shall in no event exceed the Shipper's Declared Value for Carriage stated above, upon which charges for carriage are based liability for partial loss or damage to be computed pro rata on the basis of such declared value. The shipper agrees that no time is fixed for the completion of the carriage hereunder. The shipper hereby accepts all the terms, conditions and provisions stated or referred to on the face of this Air Waybill and the tariffs classifications rates regulations and conditions of carriage of the carriers, and hereby agrees that same shall be binding upon the shipper consignee and owner of the goods. The shipper guarantees payment of collect charges and advances. In the event of the rules conditions and regulations stated or referred to above or any part thereof relating to the exclusion or limitation of the liability of the carrier(s), being contrary to the law of the State or Territory in the court of which an action is brought, the liability of the carrier(s) shall be excluded or limited insofar as such law permits, and the carrier(s) shall be entitled to the benefit of every exclusion or limitation of liability permitted by such law.

SHIPPER_____
ADDRESS_____
BY_____
Signature of Shipper or Authorized Agent

APPARENT CONDITIONS OF THE GOODS AND/OR PACKING:

Transportation hereunder is subject to the rules relating to liability established by the Convention for the Unification of Certain Rules Relating to International Transportation by Air done at Warsaw, Poland October 12th, 1929. In addition transportation hereunder is subject to the General Conditions of Carriage and tariff regulations of the respective carriers. For the purpose of said Convention the Agreed Stopping Places, the addresses and abbreviations of names of the carriers are those set forth in the timetables of the carriers concerned, which timetables are made a part hereof for such purpose only. As provided in said Convention, the carriers hereby reserve the right to alter the stopping places in case of necessity and the exercise of that right shall not have the effect of depriving transportation, if international of its international character, and as further provided in said Convention transportation to be performed by successive carriers shall be deemed for the purposes of said Convention to be one undivided transportation. The right to substitute alternate carriers is reserved. In all cases in which the carriage is subject to British laws it is expressly declared that (1) Combined transport (air rail) is subject to the General Conditions of Carriage of goods by air and rail, and (2) the carrier(s) are not common carrier(s) and do not accept the obligation or liability of common carriers, nor is there implied in the contract of carriage any warranty concerning the aircraft engaged in the carriage or concerning its fitness for the carriage of the goods to which such contract relates.

(Portion surrounded by heavy black lines is reserved for Carrier)

Prepaid by Shipper	CHARGES	Indicate Payer (X) Shipper	Indicate Payer (X) Consignee	Payable by Consignee: Amounts in currencies as charged	Payable by Consignee: Amounts in currency of destination
	Weight or Volume Charges				
	From __ to __ Rate __				
	From __ to __ Rate __				
	From __ to __ Rate __				
	Valuation Charges				
	From __ to __ Rate __				
	From __ to __ Rate __				
	From __ to __ Rate __				
	Insurance Premium (Prepay)		X	XXXXX	XXXXXX
	From __ to __ Rate __		X	XXXXX	XXXXXX
	Charges of Other Transp Organizations				
	From __ to __ Rate __				
	From __ to __ Rate __				
	Pickup and Delivery Charges				
	Charges for Collection of C O D				
	Shippers Deposits Acct of Disbursements				
	←Add TOTAL				
Due fr'm Shp r	DISBURSEMENTS				
	Cartage on Departure				
	Export Charges				
	Transit Dues				
	Customs Duties				
	Inward Clearance Charges				
	Cartage on Arrival				
	Reforwarding Charges				
	Other Charges				
	Shipper's C O D				
	TOTAL DISBURSEMENTS AND CHARGES				

Rec'd at _____ on _____ 19____
In apparent good order and condition, except as noted hereon, the above described goods or package said to contain the goods for transportation subject to (1) the tariff(s), classifications, rates, regulations, terms and conditions of carriage of the carrier(s) in effect on date hereof and which can be inspected at their booking offices, insofar as such conditions and regulations are not inconsistent with the conditions and provisions referred to or stated herein, from the airport of origin noted above to airport of destination noted above, for delivery or transhipment thereat to the consignee noted above as provided herein, and (2) if received in any other place than the airport of origin noted above, for forwarding and consignment by other transportation organization(s) to the above named airport of origin, for such transportation to the airport of origin, subject to the charges, advances, tariff(s), regulations and conditions of such other transportation organization(s), in effect on the date hereof, law of the terms and conditions of the carrier(s) as referred to or as described herein. Three ORIGINALS of this Air Waybill have been issued, one of which being accomplished, the others to stand void.

Date and Place of Issuance of Air Waybill_____

Name of First Carrier_____

Address_____

Signature of First Carrier or its Agent_____

See pages 78-79 for discussion.

SUBSCRIPTION AGREEMENT

No. . .. Date .. .

AMERICAN FOREIGN CREDIT UNDERWRITERS CORPORATION
170 Broadway, New York, N. Y.

Subject to the conditions specified on the reverse of this form please furnish us with the following services:

1. One copy Market Guide for Latin America;
2. Foreign Credit Checking Reports - on buyers, sales representatives, distributors, etc. in any export market, to a limit of 100 reports;
3. Moral Suasion Service - collection letters on accounts approved by your Credit Checking Department at time of shipment if such accounts later become delinquent;
4. Automatic confidential notices covering changes in ratings of all foreign buyers and sales agents whose names we register with your Credit Checking Department;
5. Monthly Supplements - confidential lists of new buyers and sales agents classified and rated; also of new "X" and "XX" listings (indicating unfavorable changes);
6. Facilities of Sales Service Department - export sales and credit advisory counsel and information including names of recommended agents and/or distributors in selected export markets;
7. Exporters' Digest - published monthly, summarizing business, credit and exchange conditions abroad, Trade Opportunities, new regulations, etc.;
8. Information and advisory service on individual export problems. We may consult you in confidence by mail or personal visit to your home office, on questions related to our export plans and activities.

for which we agree to pay you in advance the sum of _____ dollars.

Subscriber . ...

By . . . . . Title

Street Address .

City State

New page NB for discussion.

Customs Form 6417
TREASURY DEPARTMENT
8.16, 8.22, 14.2, 14.10, 16.2, C M 1943, 8.8, 8.16, 8.22, 8.30, 14.1, 14.16, 10.31, C R 1943
June 1944

SUMMARY OF ENTERED VALUES

UNITED STATES CUSTOMS SERVICE

In-Bond Entry No. .....
From Port of .....
Via ..... (Bonded carrier)

DISTRICT NO. .....

PORT OF ..... DATE .....

Entry No .....
Term Bond No .....

Port of lading ..... B/L No. ..... Date of sailing ..... Port of unlading .....
(Above information to be furnished only when merchandise is imported by vessel)

Importer of record ..... (Name) (Street number, city, and State)

For account of ..... (Name) (Street number, city, and State)

Imported on the ..... (Name of vessel or carrier and motive power) Flag ..... On ..... (Date imported) Via ..... (Last foreign port)

Exported from ..... (Country) on ..... (Date) Consular invoice ..... (Place, number, and date certified)

MARKS AND NUMBERS OF PACKAGES AND ORIGIN OF MERCHANDISE (1)	(2) DESCRIPTION OF MERCHANDISE, NUMBER AND KIND OF PACKAGES (Describe in tariff terms in enough detail to permit classification according to Schedule A)			ENTERED VALUE IN U S DOLLARS (3)	TARIFF		DUTY (6)	
	GROSS WEIGHT IN POUNDS (2a)	SCHEDULE A COMMODITY NUMBER (2b)	NET QUANTITY IN SCHEDULE A UNITS (state units) (2c)		PARAGRAPH (4)	RATE (5)	DOLLARS	CENTS

See pages 84–87 for discussions.

SUMMARY OF EXAMINATION AND APPRAISEMENT

(To be attached to invoice(s) this side up)

.....
(Kind of entry and number)

APPRAISER: ....., 19....

The attached invoice(s) was (were) presented with the above-specified entry Pursuant to section 499 of the Tariff Act of 1930, I hereby designate the following packages or quantities to be opened and examined at the place or places specified

PAGE NO	PACKAGES OR QUANTITIES	PLACE OF EXAMINATION

.....
Acting Deputy Collector

COLLECTOR: .....
(Date)

The examination and appraisement of the merchandise covered by the attached invoice(s) have been made in accordance with law, and the following is a summary of my report thereof as noted on the invoice(s)

EXPLANATION —A check mark (✓) in the appropriate column below indicates that—(*a*) the appraised value agrees with the entered value as represented by the information set forth on the invoice and in any importer's notations endorsed thereon or attached thereto; (*b*) the advisory classification agrees with that indicated by the importer on the invoice(s) or (*c*) the quantities in the packages ordered for examination are correctly stated on the invoice(s), as the case may be Findings at variance with the invoice description and information are indicated by notations in the appropriate columns below as follows Value advanced, "Adv", value reduced, "Red", higher rate applies, "RA", lower rate applies, "RR", excess quantity, "E", shortage in quantity, "S", not legally marked, "NLM", prohibited, "P."

MARKS AND NUMBERS	EXAMINER AND DATE OF EXAMINATION	APPRAISED	ADVISORY CLASSIFICATION	QUANTITY	DATE OF RELEASE	REMARKS

.....
Appraiser.

.....
Assistant Appraiser.

16—9708-2

AMERICAN AIRLINES DE MEXICO, S. A.

FILOMENO MATA NUM. 14

MEXICO, D F.

MEXICO, D. F.
MONTERREY, N. L.

Sr(es)

Nos permitimos informarle(s) que el embarque de Express Aéreo Internacional, abajo descrito, consignado a Ud(es), ha sido recibido en nuestra terminal en esta ciudad hoy, y lo tenemos a su disposición en nuestras oficinas ubicadas en Filomeno Mata # 14.

Conocimiento de Embarque Número _____

Punto de Origen _____

Remitente _____

Derechos aduanales, etc. _____

Factura Comercial _____

Puede(n) usted(es) retirar este bulto, presentándose a la oficina citada con este aviso, identificándose como el (los) consignatario(s) indicado(s) en el conocimiento de embarque, o con la autorización escrita del Banco en caso de venir consignado a uno de los Bancos de la ciudad.

Nuestras oficinas están abiertas para entrega de bultos de express de las 8:30 horas a las 18:30 horas diario, excepto los domingos. Horas de oficina los domingos son de las 10:00 horas a las 13:00 horas.

Atentamente,

AMERICAN AIRLINES DE MEXICO S. A.

KARL DE BLINDE
SUPTE DE EXPRESS AEREO

See page 01 for discussion.

ARRIVAL NOTICE AND FREIGHT BILL

United States Lines

UNITED STATES LINES COMPANY, AGENT
ONE BROADWAY
TEL. DIGBY 4 2040

AMERICAN PIONEER LINE
PIERS 59 62 NORTH RIVER
TEL. CHELSEA 3-6760

WARNING
Disclosure of the contents of this document to any unauthorized person will involve an offense against the Espionage Act of the United States (50 U.S.C. 31 and 32 as amended) or against the Official Secrets Act, 1911 and 1920 or the Defense (General) Regulations of the United Kingdom.

New York,_____ 19

M_____

_____

To Owners of S.S./M.S._____ Dr.

Voy._____ B/L_____

Vessel Discharging at Pier .

General Order Time Expires 5 P M 19

For Freight, Primage and Charges as per B/L

_____@_____ Total $_____

MERCHANDISE			
No of Pkgs	Description	Marks	Numbers

Consignees will please note that this shipment, or any part thereof, not removed on or before , in Carrier's option, will be assessed storage or removed to warehouse. Carriers reserve the right to require goods removed prior to above date in accordance with Bill of Lading Conditions.

(CONTINUED ON REVERSE SIDE)

N 765 W 8 FORM NO 40

Please send amount of this bill to office of Company and obtain freight release.

United States Lines Company, Agent

WESTBOUND FREIGHT DEPARTMENT
ONE BROADWAY

CREDIT

Voy. No._____ B/L No._____

Amount $_____

Paid by

_____

IMPORTANT NOTICE

Goods consigned to you are now being discharged You should arrange Customs entry immediately to avoid General Order charges

The above goods while on pier are at the risk of the consignee or owner for loss or damage by fire, flood, and all the other risks mentioned in Subdivision 2 of Section 4 of the Carriage of Goods by Sea Act of the United States

To protect the interests of all concerned, it is required that a delivery order be prepared (ink, indelible pencil or typewriter) on printed form or letter-head of the consignees, and in the name as shown on permit issued by the Customs authorities Delivery order to be signed by the actual consignees as noted, and presented to the delivery clerk on pier in exchange for goods. (A separate order to be issued for each truck or lighter)

The original ocean Bill of Lading, properly endorsed, which is submitted to the Collector of Customs for entry purposes, will be returned to the party making entry, on request, as provided for in the Tariff Act of 1930 and must be surrendered to the Delivery Office on pier before goods are released.

It is agreed that provisions of this arrival notice and Freight Bill shall be subject to all existing and future security orders, rules and regulations promulgated by the War Shipping Administration pertaining to secrecy of shipping information and consignee agrees to abide by such orders, rules and regulations.

United States of America,
War Shipping Administration,
By: United States Lines Co., Agent

See pages 91 and 648 for discussion.

N. Y. S.
W. S. FORM NO 94-SM 2-44

ARRIVAL NOTICE

UNITED STATES LINES

UNITED STATES LINES COMPANY
ONE BROADWAY
TEL. DIGBY 4-2840

AMERICAN PIONEER LINE

PIERS 59-62 NORTH RIVER
TEL. CHELSEA 3-6760

WARNING

"Disclosure of the contents of this document to any unauthorized person will involve an offense against the Espionage Act of the United States (50 U S C, 31 and 32, as amended), or against the Official Secrets Act, 1911 and 1920, or the Defense (General) Regulations of the United Kingdom"

New York 4,.....

M.....

.....

FREIGHT PREPAID

DEAR SIRS:

The below named vessel arrived and has on board shipment of.....

.....packages goods. You should arrange Custom entry immediately, thereby avoiding General Order charges.

The above goods while on pier are at the risk of the consignee or owner for loss or damage by fire, flood, and all the other risks mentioned in Subdivision 2 of Section 4 of the Carriage of Goods by Sea Act of the United States.

Consignees will please note that this shipment, or any part thereof, not removed on or before....., in Carrier's option, will be assessed storage or removed to warehouse. Carriers reserve the right to require goods removed prior to above date in accordance with Bill of Lading Conditions.

To protect the interests of all concerned, it is required that a delivery order be prepared (ink, indelible pencil or typewriter) on printed form or letter-head of the consignees, and in the name as shown on permit issued by the Customs authorities. Delivery order to be signed by the actual consignees as noted, and presented to the delivery clerk on pier in exchange for goods. (A separate order to be issued for each truck or lighter.)

The original ocean Bill of Lading, properly endorsed, which is submitted to the Collector of Customs for entry purposes, will be returned to the party making entry, on request as provided for in the Tariff Act of 1930 and must be surrendered to the Delivery Office on pier before goods are released.

It is agreed that provisions of this arrival notice shall be subject to all existing and future security orders, rules and regulations promulgated by the War Shipping Administration pertaining to secrecy of shipping information and consignee agrees to abide by such orders, rules and regulations.

SS./M.S..... VOY..... B/L.....

Vessel is discharging at Pier ...., N. R.

General Order time expires 5 P M, ...,

United States of America,
War Shipping Administration,
By: United States Lines Co., Agent
By: Westbound Freight Dept.

See pages 91 and 543 for discussion.

909 N Y (6-41)

UNITED FRUIT COMPANY

INWARD FREIGHT DEPARTMENT

ARRIVAL NOTICE AND INWARD FREIGHT BILL DATE________________

ADDRESS CORRESPONDENCE TO:—
UNITED FRUIT COMPANY
FREIGHT DEPARTMENT
PIER 2, NORTH RIVER
NEW YORK N. Y.

Attention________________

S. S ________________ ARRIVED________________ DISCHARGING AT________________

CARGO ORIGINATING AT________________ EX S S ________________ B/L NO ________ PRO NO ________

MARKS	NOS	PKGS	DESCRIPTION	WEIGHT	MEAS	RATE	CHARGES
			PLEASE READ REVERSE SIDE				

CHECKS SHOULD BE MADE PAYABLE TO UNITED FRUIT CO. AND MAILED TO UNITED FRUIT CO FREIGHT CASHIER PIER 2, NORTH RIVER, NEW YORK CITY.

NOTICE

Steamer Completes Discharge . .. . .

Free Time Expires .. ..

Unless cargo is removed from pier on or before expiration of the above time, same will be immediately removed to public storage at the risk and expense of the cargo.

Customs entry should be made immediately to avoid general order. All charges after FREE STORAGE PERIOD for your account

Delivery will be made only against surrender to the delivery office at the Pier of a negotiable bill of lading endorsed in the name of the person or firm shown in the Customs Permit and supported by a delivery order on the letterhead or printed form of the person or firm entitled to the mdse.

This notice does not in any way waive any of the provisions of the bill of lading under which these goods were shipped. It is not obligatory and is sent out through courtesy of

UNITED FRUIT COMPANY

See pages 91 and 543 for discussion.

FORM A

THE NATIONAL CITY BANK OF NEW YORK

55 WALL STREET

ADVICE OF AUTHORITY TO PAY

NEW YORK

ALL DRAFTS DRAWN MUST BE MARKED:
DRAWN AS PER ADVICE COM.

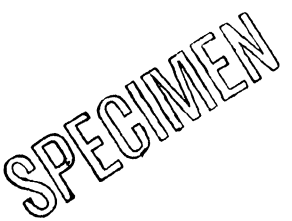
DEAR SIRS:
WE ADVISE YOU THAT

HAVE AUTHORIZED US TO HONOR YOUR DRAFTS FOR ACCOUNT OF

UNDER THEIR CREDIT NO. FOR A SUM OR SUMS NOT EXCEEDING A TOTAL OF

TO BE DRAWN ON US AT

TO BE ACCOMPANIED BY



EVIDENCING SHIPMENT OF

DRAFTS SO DRAWN, WITH DOCUMENTS AS SPECIFIED, MUST BE PRESENTED AT THIS OFFICE NOT LATER THAN

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS ADVICE IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR COMMERCIAL DOCUMENTARY CREDITS" (FIXED BY THE SEVENTH CONGRESS OF THE INTERNATIONAL CHAMBER OF COMMERCE) AND TO THE RELATIVE GUIDING PROVISIONS, ALL AS ADOPTED BY CERTAIN BANKS AND OTHER CONCERNS IN THE U. S. OF A.

THIS ADVICE, WHICH IS SUBJECT TO REVOCATION OR MODIFICATION AT ANY TIME WITHOUT NOTICE TO YOU, CONVEYS NO ENGAGEMENT ON OUR PART OR ON THE PART OF THE ABOVE MENTIONED CORRESPONDENT AND IS SIMPLY FOR YOUR GUIDANCE IN PREPARING AND PRESENTING DRAFTS AND DOCUMENTS.

YOURS VERY TRULY,

THE NATIONAL CITY BANK OF NEW YORK

COM. 515 E PARTS REV.JULY.1941
S. C.

See pages 404 for discussion.

Form 1937
TREASURY DEPARTMENT
U. S Public Health Service
Rev. March 1935

No. 47

United States of America

BILL OF HEALTH

I, F. Willard Calder, American Vice Consul (Official title), duly authorized to issue this bill in the port of Southampton, England., do hereby state that the American s.s. SHOOTING STAR (Type, flag, and name), 5053 net tons, of which Reginald Rose is master and — is medical officer, clears or departs from this port destined to New York via ——— under the following circumstances: (31 USN Armed Guard)

A. Total number persons on board 91, of whom 10 are officers, 50 are crew, — are cabin passengers, — are steerage passengers and — are workaways. Of these persons — cabin passengers, — steerage passengers, — crew and — workaways embarked at this port.

B. — tons of cargo were loaded at this port comprising ——— (Enumerate principal items)

C. — persons disembarked at this port by reason of being sick with ———

D. Preceding arrival at this port, this vessel visited Philadelphia, Liverpool, (Sailing) Glasgow.

(Enumerate ports of call for prior 60 days, or since last departure from continental U. S port within 60 days)

E. Date and hour of arrival confidential; of departure ———; location while in port ——— (At wharf or distance from shore at anchor); character of communication with shore ——— (Launch, lighters, etc); sanitary measures adopted by ship while in port Deratization exemption certificate (Disinfection, deratization, rat guarding of lines, gangways, and cargo nets, etc) issued New York July 1944.

F. Sanitary status (excellent, good, fair, or unsatisfactory): Of vessel good; of passengers —; of crew good; of cargo ———

G. Sanitary conditions of port Reported Good

Sanitary conditions of area served by port Reported Good

H. Measures enforced to control prevailing disease or improve sanitation of port ———
All vessels are subject to inspection by the Port Health Authority

I Statistics for 2 weeks ended October 14, 1944.

Diseases	Number of cases	Number of deaths	Total number of cases in current outbreak	Date of last case reported	Remarks
Yellow fever	N		N		
Asiatic cholera	O		O		
Human plague	N		N		
Rodent plague					
Smallpox					
Typhus fever (exanthematicus)	E		E		

(When there are no cases or deaths, entry to that effect must be made)

J. Enumerate any other communicable diseases prevailing importantly in port ———; in area served by the port ———

I certify that this vessel has complied with requirements of the international sanitary conventions to which the United States and the country of this port have adhered, and of the quarantine laws and regulations of the United States, excepting as follows:

———

Given under my hand and seal this 19th day of October, 1944.

[SEAL]

(Signature) F. Willard Calder

(Title) American Vice Consul

Countersigned by No medical officer stationed at this port. (Medical officer)

No fee prescribed.

3—16784

Directions for use—Deliver the original and duplicate copy to the vessel and retain triplicate copy on file. Upon arrival at first United States port of entry the master of the vessel will deliver the duplicate copy to the quarantine officer and the original copy to the collector of customs

(ORIGINAL)

See page 103 for discussion.



UNITED FRUIT COMPANY

WITH CONNECTING CARRIERS OR OTHERWISE

BILL OF LADING

Form No. 2110 N. Y. (9-40) for cargo from ports of the United States to ports of the Caribbean Sea and West Indies

Received at NEW YORK, by the **UNITED FRUIT COMPANY** (the term Carrier hereinafter used intending said Company and/or any substituted or continuing Carrier) from the shipper named on the back hereof, the packages or articles mentioned on the back hereof (hereinafter called the Goods), in apparent good order and condition; **TO BE TRANSPORTED** by the steamship named on the back hereof, or by said Steamship and/or other conveyances, subject to substitution and/or other liberties as hereinafter provided (the term Vessel hereinafter used intending said steamship and/or any substituted or continuing vessel or craft at the inception or subsequent stage of the entire service), direct or via ports or places, to the destmation of the Goods named on the back hereof, or, if the final carrier be a water carrier, then as near thereto as the Vessel can safely get; and at said destination of the goods to be delivered in complete or part lots, upon payment of any unpaid freight or any other sums payable by shipper, consignee and/or assigns, to the Consignee named on back hereof or order if so provided, subject always, and during any deviation also, to the

TERMS OF THIS CONTRACT WHICH ARE HEREBY MUTUALLY AGREED UPON AS FOLLOWS:

1 The freight is adjusted in consideration of all the terms and provisions of this contract whether written, printed, pasted or stamped

2 All particulars herein mentioned of the Goods, except only the number of the packages with the marks thereon, are those declared by the shipper, and the same (including anything stated as to contents, size, weight, quantity, condition, value, or the like or implied by the character of packages designated) are unknown to the Carrier and shall not constitute as against the Carrier any part of the Carrier s description of the Goods as hereby receipted for, but shall be deemed only representations of the shipper The Carrier may correct all errors in marks or numbers of the Goods in order to conform the same to the Bill of Lading or other documents

3 The Goods, whether perishable or not, are accepted by the Carrier subject to delays or failure in shipment, transportation, delivery or otherwise, occasioned by war, rebellion riots, strikes, stoppage of labor, lockouts or labor troubles of Carrier s employees or others shortage of labor, fuel, conveyances or room, lack of facilities of any sort, accumulation of cargo, weather or any conditions unless shown due to Carrier s negligence and notice to shipper or others of any danger of such delay or failure is hereby waived, and the Carrier shall not be responsible for any such delay or failure, and if loading of the Goods in the customary manner is delayed, or the Vessel is likely to be detained she may proceed without loading or completing the loading of the Goods

4 The Carrier s responsibility in respect of the Goods as a carrier shall not attach until the Goods are actually loaded for transportation upon the Vessel, and shall terminate, without notice as soon as the Goods leave the Vessel s tackles at destination or other place where the Carrier is authorized to make delivery or end its responsibility Any responsibility of the Carrier in respect of the Goods attaching prior to such loading or continuing after leaving the Vessel s tackles as aforesaid, whether the Goods are in course of lighterage by the Carrier or however else the same may be situated, shall be the same only as that of a warehouseman, without liability on the part of the Carrier, except for want of ordinary care, and all conditions, exemptions, exceptions, and limitations of the liability of the Carrier contained in this contract shall be deemed to apply also to such warehouseman s liability as well as to liability as a carrier The Carrier may place the Goods in store while awaiting loading, transshipment, forwarding or delivery and thereupon be discharged of all responsibility for loss of or damage to the Goods while so stored

5 Full freight through to destination of the Goods, whether intended to be prepaid or collected at destination, and all advance charges against the Goods are due and payable to the United Fruit Company upon receipt of the Goods by the latter, and the same and any further sums becoming payable to the Carrier hereunder and extra compensation, demurrage, forwarding charges, general average claims, and any payments made and liability incurred by the Carrier in respect of the Goods (not required hereunder to be borne by the Carrier) shall be deemed fully earned and due and payable irrevocably to the Carrier at any stage, before or after loading, of the entire articles or not, and such goods or articles may be thrown overboard or destroyed at any time by the Carrier without compensation to any person, and extra charges and expenses, if any, for discharging, lightering, handling or caring for, or otherwise occasioned by such goods or articles, or those declared or considered noxious or hazardous by the civil or military authorities of any port, shall be borne by the shipper, consignee and/or assigns Goods or articles of such character may be carried on deck, as well as any others whose nature or bulk requires them to be so carried, and the same shall be at the risk of the owner thereof of all loss or damage thereto occurring while so situated not shown due to the Carrier s fault.

13 General Average shall be payable according to Rules 1 to 15, inclusive, and 17 to 22, inclusive, York-Antwerp Rules, 1924, and as to the matters not therein provided for, according to the laws and usages of and to be stated at the port of New York or, at shipowner s option, the port of lading or discharge in the United States If the shipowner shall have exercised due diligence to make the vessel in all respects seaworthy and to have her properly manned equipped and supplied it is hereby agreed that in case of danger, damage or disaster resulting from fault or error in navigation or in the management of the vessel or from any latent or other defect in the vessel, her machinery and appurtenances or from unseaworthiness although existing at time of shipment, or at the beginning of the voyage (provided the defect or unseaworthiness was not discoverable by the exercise of due diligence) the shippers consignees and or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo and shall contribute with the shipowners in general average to the payment of any sacrifices losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.

14 This shipment is subject to all the terms and provisions of the Act of Congress of the United States, approved February 13th, 1893, entitled "An Act relating to the navigation of vessels, etc, and of sections 4282 to 4287, each inclusive, of the United States Revised Statutes The Carrier shall not be liable for gold or other precious metals, precious stones, bills, notes or securities, documents, pictures, glass, china, silk, furs, lace or any of the articles enumerated in Section 4281 of the United States Revised Statutes, except in accordance with such statute, and after written notice of the character and value thereof at the time of loading and entry thereof

15 The Carrier shall not be responsible for specie, bullion, jewelry, plate, precious stones or metals, bank notes bonds or other negotiable documents or valuables until actually delivered on board the Vessel to the master or other officer in charge of the deck at the time and signed for by him Delivery must be taken on the Vessel s deck at port of discharge and the Carrier s responsibility shall thereupon cease Such articles are received and the rate of freight has been specially adjusted upon the condition and understanding that the value thereof has been insured by the shipper or others for account of the Carrier in respect of its liability under usual form of Lloyds Policy or equivalent, and that the shipper by accepting this bill of lading represents that such insurance has been effected, and undertakes that the Policy shall be available for the Carrier s protection in case of need,

See pages 103-114 and 543 for discussions.

service hereunder, without deduction (if unpaid) or refund in whole or in part (if paid), Goods or Vessel lost or not lost, or if the voyage be broken up, or in any circumstances whatsoever, and whether the voyage is begun or not and shall be payable in United States currency or its equivalent and the Carrier shall have a lien on the goods therefor (whether payable in advance or not and though noted hereon as prepaid) surviving delivery, and for the whole thereof on any part or proceeds of the Goods, and the shipper, consignee and/or assigns shall be jointly and severally liable therefor, and notwithstanding any lien therefor has been surrendered Full freight shall be payable on damaged and unsound Goods The Carrier may collect freight on bill of lading weight, measurement or quantity, and, if gross weight, measurement or quantity delivered exceeds weight, measure or quantity on which freight may be computed, the Carrier may collect freight on such excess, unless shown to have been caused by absorption of water during the transit. Any error in freight or other charges or in the classification herein of the Goods is subject to correction, and if on correction the freight or charges are higher, the Carrier may collect the additional amount. Should a package consist of several parcels for more than one person, full freight shall be paid on the parcels for each person as if shipped and consigned as a separate package If there be an enforced interruption or abandonment of the voyage at a port of distress or elsewhere and the Goods or any part be forwarded, the cost thereof, including extra compensation if performed by vessels in the service of the Carrier, shall be paid by shipper, consignee and/or assigns.

6 The shipper, consignee and/or assigns, shall pay, immediately and before delivery or forwarding, all entry or clearance fees, tolls, duties, taxes, imposts and fees upon account of the Goods, and, unless otherwise expressly provided herein, all discharge, landing, lighterage, wharfage, storage, dispatching, reshipping or transshipping charges or expenses on account of the Goods or which the Carrier or Vessel may pay, incur, advance or become responsible for, voluntarily or otherwise, in connection therewith at port or place of discharge, delivery or entry thereof, and also any fine or penalty incurred by, or loss or expense occasioned to the Carrier by reason of illegal, incorrect or insufficient documents or marking or numbering of packages, or goods, or description of contents or weight or other particulars or by reason of any other act or omission of shipper, consignee and/or assigns, the Carrier to have a lien on the Goods therefor

7 In case of a single article or package exceeding two tons in weight, the true weight thereof shall be declared at time of delivery to the Carrier If the weight of any package is incorrectly given or no weight is declared of a package exceeding two tons, and in consequence of reliance thereon any loss or damage arises, either to the article or package, or to the Carrier or to others, or if any increased charges or expenses are incurred by the Carrier in handling or caring for any such article or package, the same shall be borne and paid solely by the shipper, consignee and/or assigns.

8 The Vessel shall have liberty hereunder, either before or after proceeding to or toward any port of discharge or transshipment, to proceed to or toward, call, enter, or stay at any port or ports, although not upon the usual or any route to, and although in a contrary direction to or beyond the port of discharge or transshipment, once or oftener, backwards or forwards, in any order or rotation, for any purposes whatsoever, though pertaining to another voyage, and the same shall not be deemed a deviation but be deemed within the voyage hereby intended as fully as if specifically described herein, and the Vessel shall have liberty also to sail in or out of ports and to proceed with or without pilots, to proceed under sail or in tow, to tow and assist vessels in any situation and to deviate for the purpose of saving life or property, and in case of salvage services rendered to the Goods during the voyage by another vessel belonging to or in the service of the same carrier, such services shall be paid for as fully as if the salving vessel belonged to or was in the service of strangers

9 The Carrier shall have liberty, in its discretion, before or after shipment or loading, to substitute, or ship the whole or any portion of the Goods by any other steamship or steamships, although prior or subsequent, and shall have liberty in its discretion, at any port or place, to transship, land and transship or forward the Goods, or put into store, craft or other available place and there transship or forward the same to or on route to destination, by any vessels, crafts or other conveyances, by land and/or water, subject If transshipped to a continuing carrier, to the provisions of the usual form of bill of lading of such carrier whether issued or not, and on deck if required by any continuing carrier or the character of any vessel or craft, and upon delivery of the Goods into the custody of a continuing carrier, or representative, shall thereupon be relieved of all further responsibility for the Goods, and the clean receipt of the continuing carrier, or representative shall be evidence as against shipper, consignee and/or assigns of delivery of the Goods to the continuing carrier in good order and condition In case of transshipment the Carrier may delay forwarding awaiting a vessel or conveyance in its own service or with which it has established connections Cargo for ports or places in Jamaica other than Kingston, may be transshipped or otherwise treated in accordance with the privileges of this or other articles at Kingston or other Jamaican port, at shipper's risk but ship s expense, lighterage, wharfage and other landing charges at destination to be paid by consignee If the Goods are delivered to any transfer agent, wharfinger, warehouseman or others or from one to the other for the transfer, handling, custody, delivery and/or other disposition thereof or awaiting same, such transfer agent and others shall be deemed the agents solely of shipper, consignee and/or assigns, and all responsibility as carrier or otherwise of the Vessel, Carrier or others so delivering shall thereupon be ended until the Goods again come into its possession.

10 If the Vessel is prevented by Quarantine from entering or from making due disposition or delivery of the Goods, or is detained at Quarantine, the Goods may be forthwith, without notice, discharged into lazarettos, craft or other places immediately available, at the risk and expense of shipper, consignee and/or assigns, and such discharge shall be a complete delivery of the Goods hereunder and all responsibility of the Carrier therefor as carrier or otherwise, shall end without notice as soon as the Goods leave the Vessel s tackle and full freight through to the destination of the Goods be payable The Carrier may substit the Goods or the Vessel with or without the Goods on board to fumigation or other quarantine treatment in order to enter, dock or secure despatch for the Vessel If, by reason of Quarantine, blockade, war, hostilities, conditions of surf or weather shortage of lighters, riots, or of strikes, lockouts, stoppage or shortage of labor, of the Carrier s employees or others, or by reason of any of the Excepted Causes mentioned elsewhere in this Bill of Lading, lack of permit to land the Goods, or other conditions existing or threatened at the port of transshipment, entry or discharge of the Goods or elsewhere, the Vessel is, or in the Master s opinion is likely to be prevented or delayed in reaching or entering, or making due delivery of the Goods at the port of transshipment, entry or discharge, or delayed at said port or in discharging there beyond the usual time, then either with or without proceeding to or toward or entering or attempting to enter said port, the Goods may be retained on board and discharged on return trip or subsequent voyage, subject to this Bill of Lading, and all liberties thereunder, or be discharged as convenient for the Vessel at any other port to which the Vessel is bound or may proceed, or be returned to port of shipment and there discharged and redelivered to the shipper, at risk and expense of shipper, consignee and/or assigns, all responsibilities of the Carrier being ended without production of this Bill of Lading upon such discharge and full freight through

16 The Carrier does not undertake that the Vessel is equipped with refrigerated or specially cooled or ventilated compartments or otherwise equipped for transportation of goods or articles of a perishable nature, nor whether so equipped or not, to transport such or any other goods or articles in any such compartment or otherwise than as ordinary cargo and shall not be liable for any loss or damage from failure so to do, unless such transportation is expressly stipulated for herein Fresh fruits, vegetables and meats and any goods or articles of a perishable nature, however carried are received and carried at the sole risk of the owner thereof The Carrier shall not be responsible for any loss or damage to such goods or articles from temperature or atmospheric conditions, risks of refrigeration, cooling, or ventilation, accident to, or latent or other defect in, or explosion, breakage, derangement, insufficiency, shortage or failure in any respect or unseaworthiness of, or in respect of any refrigerator or refrigerated or specially cooled or ventilated compartment or plant or apparatus, boiler, engine, machinery, appliances, materials or supplies therefor or any part thereof, although existing at time of shipment or transshipment, or at the beginning of the voyage, provided, in case of loss or damage from any such unseaworthiness, due diligence shall have been exercised to make the Vessel seaworthy and if any such goods or articles shall at any stage be, or in the opinion of the Master or Carrier s representative be decayed, injurious or offensive or be condemned or ordered destroyed by the Health or other authorities, the same may be thrown overboard or destroyed, without notice, before or after arrival, and the Carrier shall not be responsible therefor The Carrier may discharge any such goods or articles or other cargo without notice immediately the Vessel is ready, notwithstanding danger to such goods or articles from freezing or other weather conditions and all such goods or articles are received subject to the risk of such discharge, and if delivery thereof is not taken, without notice, from the Vessel s tackles, or, at Vessel s option, from the wharf as soon as available after landing, the same may be left on wharf or other convenient place or may be held on board and/or placed in warehouse at risk of shipper, consignee and/or assigns, and if held on board for such reason or because of weather conditions the Shipper, Consignee and/or assigns shall pay for any detention of the ship therefor, the amount to constitute a lien on the goods The provisions of this Article are in addition to and not in substitution for the other provisions of this Bill of Lading, and all goods of such nature as mentioned herein or to be carried in refrigerated or specially cooled or ventilated compartment are received and are subject also to all other terms, conditions, exceptions and limitations as to liability contained in this Bill of Lading

17 The Vessel may commence discharging upon arrival immediately she is ready, without notice, at any hour of day or night, and discharge with or without intermission, at wharf, in stream or elsewhere, at Carrier s convenience, any custom of the port to the contrary, notwithstanding, (except that in United States ports delivery need be taken only during usual working hours), and the Collector of the Port is hereby authorized to grant an Order for the discharge of the cargo immediately after Entry of the Vessel Whether the Vessel be discharged at wharf or in stream or elsewhere, the Goods may, without notice, be in whole or part discharged over side into lighters or other craft or be otherwise discharged at risk and expense of shipper, consignee and/or assigns from the time the Goods leave the Vessel s tackles, the Carrier being hereby authorized as agent for shipper consignee, and/or assigns, to employ or appoint lightermen, contractors and/or others therefor, without responsibility of the Carrier for the character or condition of any craft, for account of shipper, consignee and/or assigns, notwithstanding the latter rate is based on the town or dock delivery of the Goods Delivery of the Goods shall be received without notice from the Vessel s tackles, package by package, as the Goods come to hand in unloading, or as soon as available if discharged on Carrier s wharf, all charges and expenses in connection with the Goods from the time the same leave the Vessel s tackles to be borne by shipper, consignee and/or assigns and constitute a lien on the Goods If not so received, the master or agent of the Vessel is hereby authorized at the risk and expense and for account of shipper, consignee and/or assigns, without notice, to enter the Goods and after discharging the same as above provided may deposit them in hulk or craft or in or upon wharf warehouse, Public Stores or Custom House, or permit them to lie where discharged or landed, or make such disposition thereof as the authorities of the port may direct, subject at all times to any lien of the Carrier, including storage charges by the Carrier, and to employ and employ watchmen, wharfingers or other agencies as may be requisite, customary or proper, who shall be deemed the agents solely of shipper consignee and/or assigns and not of the Carrier, the latter being hereby relieved of all responsibility for or in respect of the Goods, without notice to any person whatsoever, as soon as the same leave the Vessel s tackles (but nothing herein contained shall be deemed to limit the right of the Carrier as above provided, to appoint lightermen and others notwithstanding the consignee or assignee of the Goods may be ready to retain or on board and dispose of as provided in case of quarantine or other detention existing or threatened at port of discharge and subject to the same terms as to risk, expense and otherwise If the shipper, consignees or assigns entitled to the Goods shall not within 48 hours after unloading without notice, pay the freight and all other sums payable to the Carrier by shipper, consignee and/or assigns and relieve the Carrier from all further responsibility and expense for storage charges or otherwise in respect to the Goods, the Carrier is hereby authorized at any time on 48 hours notice by mail to consignee or assigns or other person named for notice in the bill of lading, or if such consignee or assigns or other person is unknown or cannot be found in port, then, without notice, to sell the Goods and retain and pay from the proceeds the expenses hereunder and all sums due the Carrier in respect of the Goods from shipper, consignee and/or assigns and all other charges on the Goods, and the Carrier shall upon sale be discharged of all liability in respect of the Goods except to account for the proceeds Goods consigned to New York may be delivered in Brooklyn, Jersey City, Hoboken, Weehawken or elsewhere in the Port of New York at Carrier s convenience In case the Goods are shipped with choice of discharge between two or more ports, if the port selected is not declared to the Master of the Vessel within one hour after arrival of the Vessel at the port of entry for the first of said ports at which the Vessel may call, the Goods may be landed at said port of entry as the port of discharge therefor.

18 The Carrier shall not owe any duty to notify consignee or others of the arrival or disposition of the Goods nor be liable for any loss or damage arising from not doing so, except where otherwise expressly required herein. If the consignment herein be to Order with provision for notice to a person named, notice to such person shall be required only when notice to a named consignee would be required hereunder.

19 If the Goods are landed on a Government wharf to be taken charge of, handled or moved by any concession, aire or Government agent or nominee or for the performance of any duty in respect thereof by the customs or other authorities, or delivered into the custody of such authorities or others, any responsibility of the Carrier shall be ended without notice to the consignee authorities wharfingers, concessionaires or others, as soon as the Goods are so landed or delivered, and the Goods shall be deemed thereupon in the sole custody of the wharfingers and/or of such concessionaire, agent or nominee and the customs and other authorities, who shall be deemed the agents solely of the consignee or other person entitled to the Goods; but the Goods, shall continue subject to any lien of the Carrier

to destination of the Goods together with extra compensation for additional transportation and services and any extra expenses being payable by shipper, consignee and/or assigns, and at Carrier's option the Goods may be carried or forwarded to destination from any other port at which so discharged at risk and expense of shipper, consignee and/or assigns, subject in any case hereunder to the provisions in other respects of this Bill of Lading if transportation is performed by the Carrier, or to the usual Bill of Lading of any other carrier performing the same The Carrier may, in its discretion, in order to secure despatch for the Vessel at port of discharge, entry or transshipment of the Goods, proceed thence with the whole or any portion of the goods on board and discharge the same on the return trip or subsequent voyage, or discharge the same at any other port and thence carry or forward the same at Carrier's convenience to destination at Vessel's expense, but at risk of shipper, consignee and/or assigns in either case, subject in other respects to the provisions of this Bill of Lading in case of transportation by the Carrier, or of the usual bill of lading of any other carrier performing the same.

11 The Carrier shall not be liable, as carrier or otherwise, for any loss, damage, delay or default, whether occurring during transit or before, or after or during or while awaiting loading, transshipment, discharge, delivery or other disposition of the Goods, or on board or in lighters or craft, or on wharf or in warehouse, at any port of place, occasioned by any of the following Excepted Causes, throughout this Contract always excepted By causes beyond the Carrier's reasonable control, by dangers or accidents of the sea or other waters or canals and of navigation or transportation of whatsoever nature or kind, by fire or explosion from any cause wheresoever occurring or consequences thereof or by means used to extinguish the same, by jettison, by barratry, theft or embezzlement of master or crew, by act of God, by enemies, pirates, robbers or thieves, by arrest or restraint of Governments, princes, rulers or peoples, by prolongation of the voyage, by legal process or stoppage in transitu, by fumigation or other treatment of the Goods or of the Vessel with or without the Goods on board required by Quarantine, sanitary or other public authorities, or in order to obtain despatch for the Vessel or Goods or clean bill of health, by pestilence, riots, wars, rebellions, by strikes or stoppage of labor, or labor troubles of Carrier's employees, or others, by explosion or bursting of boilers, damage from steam, breakage of shafts, accidents to or from machinery or breakage or derangement thereof, by any latent or other defect in hull, machinery or appurtenances of the Vessel or any craft or unseaworthiness thereof, although existing at time of shipment, or transshipment or at the beginning of the voyage, provided due diligence shall have been exercised to make the same seaworthy, by collision, grounding or stranding, by heating, heat of holds, or effects of climate or temperature, by ice, earthquake, sea water, wetting, rain, or spray, damp, frost, decay, putrefaction, ferment, rust, stains, sweat, Goods or freshets, by giving away, falling or destruction of wharf, shed or warehouse, by damage incident to transportation, by change of character, loss of weight or contents, drainage, leakage, breakage, shrinkage, evaporation or wastage, by cooperage or mending, by vermin or rat damage, by stowage or contact with, or smell, evaporation, leakage, escape of contents or taint from other goods, the Vessel being privileged to carry any other articles, whether hazardous or contraband or not, and live stock, as cargo or otherwise, on and/or under deck, by nature of the Goods or cargo, or insufficiency of packages though known before shipment, by explosion or combustion of any cargo, whether shipped with or without disclosure of its nature or condition, by obliteration, error, insufficiency or absence of marks, numbers, address or description; by land damage, risk of craft, hulk or transshipment, by faults or errors in navigation or management of the Vessel, provided due diligence shall have been exercised to make the Vessel in all respects seaworthy and properly manned, equipped and supplied, by any act or omission of shipper or owner of the Goods, or of his agent or representative Flour, meal, corn, rice, coffee, cacao and other similar commodities in sacks, being subject to minor loss of contents notwithstanding due care, it is mutually agreed that to the extent of one-twentieth of the original weight loss of contents of any such package shall be deemed without Carrier's fault, and the Carrier shall not be responsible therefor.

12 The shipper shall be liable for and bear any loss or damage to the Carrier or to others caused by inflammable explosive, noxious, hazardous or dangerous goods or articles shipped without full disclosure of their nature at the time of lading and entering hereon, whether shipper be principal or agent, or aware of the nature of the goods or

(Continued on overpage)

20 The Goods shall be subject to charges for mending and repair of packages, which shall be a lien thereon and paid by shipper, consignee and/or assigns sweepings, if any and unclaimed goods not otherwise accounted for, shall at Carrier's option be apportioned to the different consignees of like goods according to the shortages and be accepted as good delivery and if any consignee has a shortage in marks or numbers called for herein, unclaimed goods of like kind but of different marks or numbers, shall at Carrier's option, be deemed to constitute a part of the Goods and be accepted by consignee and/or assigns as good delivery hereunder

21 Unless a higher value be stated herein, the value of the Goods does not exceed $100 00 per package, and the freight thereon has been adjusted on such valuation, and no oral declaration or agreement shall be evidence of a different valuation In computing any liability of the Carrier in respect of the Goods, no value shall be placed thereon higher than the invoice cost (including freight prepaid hereunder) not exceeding $100 00 per package (or such other value as may be stated herein), nor shall the Carrier be held liable for any damages for delay exceeding twenty per cent, of said cost not exceeding said value nor for any profits or increase of price or value over such cost not exceeding said value, nor for any special or consequential damage and the Carrier shall always have the option of replacing any lost or damaged Goods

22 If there is opportunity to discover by examination, before removal of the Goods, that loss of contents or shortage of, or damage to the Goods exists or may exist the Carrier or Vessel shall not be liable for any such loss, shortage or damage, unless notice of claim therefor be presented in writing to the Carrier or to the master or agent of the Vessel before removal of the Goods If there is no opportunity to discover before removal that such loss, shortage or damage exists or may exist, then the Carrier or Vessel shall not be liable therefor unless such notice of claim be so presented within 48 hours after removal of the Goods The Carrier or Vessel shall not, in any event, be liable for any claim or demand arising under this Bill of Lading or in respect of the Goods, unless notice of the claim be presented in writing to the Carrier within thirty days after delivery of the Goods to the initial Carrier hereunder, nor unless suit therefor is commenced within six months after delivery of the Goods to the initial Carrier hereunder, and the lapse of such period shall be deemed a complete bar to recovery in any such suit or proceeding not sooner commenced, notwithstanding the Carrier may be a non-resident or a foreign corporation. Nothing shall be deemed a waiver of the provisions of this article except a written express waiver signed by the Carrier

23 In case of any loss or damage for which the Carrier shall be liable, the Carrier shall to the extent of such liability have the full benefit of any insurance that may have been effected upon the Goods or against said loss or damage, and as well also of any payment to insured by underwriters repayable only out of recovery against the Carrier, notwithstanding the underwriters were not obligated to make such payment.

24 Whether so stated or not, if this Bill of Lading is issued against lighter, warehouse or shipping receipt or another Bill of Lading or any similar document, the issuer of such document shall be deemed a prior Carrier or custodian of the Goods, subject to the provisions of such document, and the Carrier issuing this contract shall not be responsible for the Goods until actually delivered into its custody If the Vessel, for Carrier's convenience or otherwise, loads in whole or part in stream or elsewhere than alongside where the Goods are received for shipment, the Goods may be transferred to the Vessel at risk and expense of shipper, consignee and/or assigns until loaded on the Vessel, the Carrier being authorized to employ or appoint transfer agents and/or others therefor to be deemed the agents solely of shipper, consignee and/or assigns The Goods may be transported at any stage by lighter or craft, either in course of loading, transshipment or delivery, or en route to destination or otherwise All such transportation, whether at Carrier's expense or not, shall be at risk of shipper, consignee and/or assigns, subject in other respects to the provisions of this Bill of Lading, and if entrusted by the Carrier to others shall be deemed to be by connecting carriers subject to their usual contract without responsibility of the Carrier in respect thereof.

UNITED FRUIT COMPANY

FORM 2110 N Y. (9-40)

(CONTINUED FROM OVERPAGE)

*25. Unless special care in consideration of increased freight has been arranged for and is provided for herein, all cargo is subject to stowage in holds and handling in quantities along with other cargo in any customary manner required for usual dispatch, and to such stowage as available when the cargo is received or as the nature of the other cargo permits, and to contact with other cargo, working and pressure and the like, and the rate of freight is adjusted with reference to such handling and stowage only. All cargo liable to loss or injury by breakage, contact with other cargo or in any other manner under such conditions should be so wrapped, cased or packed as adequately to protect the same therefrom and the Carrier shall not be answerable for any loss or injury to foodstuffs or other loose materials in single bags, liquids in glass or tins, glass, unwrapped bales of skins or of other cargo, unprotected cargo of any sort or to any cargo when such loss or injury would not have been received if the cargo had been so protected, and shipper, consignee and/or assigns of any cargo not so protected shall be answerable for and bear any loss or damage to the Carrier or others arising therefrom. Live birds or animals and livestock are received at sole risk of shipper, consignee and/or assigns, the Vessel not having any special equipment therefor, and are subject in other respects to the provisions of this Bill of Lading, and to be deemed included in the term "Goods".

26. In addition to the other terms and provisions of this Bill of Lading, which shall be deemed affected only in so far as inconsistent, the bill of lading shall be subject to any special clauses written, printed, pasted or stamped on front or back thereof.

27. This Bill of Lading, duly endorsed, shall if required, be given up to the Carrier in exchange for a delivery order.

28. This Bill of Lading shall be construed and the rights of the parties thereunder determined according to the law of the Commonwealth of Massachusetts subject to any laws of the United States inconsistent therewith.

29. The Shipper, Vessel, Consignee, Destination, and Goods referred to overpage as mentioned or described on this side (back) hereof are as follows:

Shipper . . . . . .

Vessel . . . . . expected to sail . . . . . .

With privilege to substitute, transship and other privileges as hereinbefore provided.

Destination of the Goods . . . .

Consignee Order of . . . . . or assigns

Notify (If Consigned to Shipper's Order) . . . . . .

Routing (if any) . . . . . .

FORWARDER

DESCRIPTION OF GOODS

Marks	Numbers	Quantities	Shipper's Description of Class and Contents of Packages	Shipper's Measurements	Shipper's Weight Pounds	Shipper's Weight Kilos	Rate	Steamship Freight	

[41]

"This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act If any term of this bill of lading is repugnant to said Act to any extent, such term shall be void to that extent, but no further "

It is mutually agreed that, in addition to the other terms and conditions of the Bill of Lading, which shall be deemed affected only in so far as inconsistent herewith, this shipment is at the sole risk of the owners thereof, of all risks of war, arrest, restraint, capture, seizure destruction detention, sinking interference or hostilities on the part of any Power and of all consequences thereof and the Vessel shall have liberty in the discretion of the master owner or any agent or charterer thereof to proceed notwithstanding any such risks and armed or unarmed, and with or without convoy, also, if deemed advisable in the judgment of such master, owner or agent or charterer, in order to avoid loss, damage, delay, expense, or other disadvantage or danger to Vessel, cargo, passengers or other interest, or danger thereof existing or threatened or believed so to be, to wait at the port of shipment or elsewhere, and/or, either with or without proceeding to or toward the port of discharge or entering or attempting to enter or discharge the Goods there and whether such proceeding, entry or discharge be permitted or not, to proceed to or toward any other port or ports in or not in any route to destination and/or return to the port of shipment, once or oftener backwards or forwards, in or not in any order or rotation, retaining the goods on board or discharging the same at risk and expense of the owners thereof at port of shipment or elsewhere at the first or any subsequent call being thereupon relieved of all responsibility in respect thereof, and full Bill of Lading freight, extra compensation for any additional service and any extra expense occasioned thereby shall be paid by shipper, consignee and/or assigns and shall constitute a lien on the Goods and the Vessel is privileged to carry any cargo, not excepting contraband and the Vessel shall have liberty in any circumstances to comply with any orders or requests of the Government of the United States or its allies, if any for the time being, or of the Government of the said steamship's registry or any insurance or other department or bureau or agency thereof or any convoying vessel or any Underwriters or of any person purporting to act with the authority of any such Government or department, bureau or agency or Underwriters, or of any convoying Vessel.

If the Goods or documents do not satisfy all the requirements for importation of the authorities at destination or port of entry or discharge, or the shipment does not satisfy the requirements of the Consular or other representative having jurisdiction thereof of the United States or Great Britain or any of its allies, or discharge or delivery is objected to by any such Consular or other representative, or authority therefor from such Consular representative of the United States is not obtained before the Goods are ready for entry or discharge, the Goods may be forthwith, without notice delivered into the custody of any such authorities or Consular representative or landed or stored for account of whom it may concern or otherwise disposed of as any such authorities or Consular representative may direct or recommend or may be disposed of as provided for in case of quarantine or other detention existing or threatened at port of discharge and subject to the same terms and shippers, consignees and/or assigns shall pay for all delay of the steamer occasioned thereby or in order to comply with any bunkering or other agreement with the United States

Total Steamship Freight,		
Bill of Lading Stamp Tax,		
Wharfage and Tonnage Dues and Port Charges,	*Ks @ . per M. Ks.*	
Manifest Fees, $	*@ c per $100 00 Val*	
Consular Fees,		
Consular Invoice Stamp Tax,		
Certifying Bill of Lading,		
Service Fee,		
.....		
.....		
.....		
Total U.S. Currency.		

30. AND FINALLY that in accepting this Bill of Lading the shipper, owner and consignee of the Goods and holder of this Bill of Lading agree to be bound by all its provisions, on this page and overpage, whether written, printed, pasted or stamped, as fully as if signed by all of them.

In Witness Whereof the UNITED FRUIT COMPANY, by its agent has signed and issued a set of original Bills of Lading exclusive of copies, all of the same tenor and date, one of which being accomplished the others to stand void.

Dated at NEW YORK, 19

No. .....

UNITED FRUIT COMPANY,

PREPAID subject to provisions of Article five (5) hereof

By .....

[6]

Note that the "Prepaid" form is used on both Prepaid and Collect shipments; on Collect shipments, the word "PREPAID" is blocked out.

ESTABLISHED 1874 — PITT & SCOTT CORPORATION — EXPORT SHIPPING — FOR OVER HALF A CENTURY — TO EVERY COUNTRY

27 BEAVER STREET, NEW YORK – Cable Address: "DILIGENCE"

Received on behalf of the shipper and/or owner and/or consignee named hereon (hereinafter referred to as the sender) bills of lading or receipt of Railroad Company Steamship Company or other carrier and/or other documents subject to all the conditions, clauses, rules regulations and conditions (printed written or stamped) appearing in the tariffs, bills of lading or receipts of the Transocean or Foreign inland and/or ocean carriers; and to control the package described hereon for the purposes hereinafter set forth and subject to the terms provisions and conditions printed, written or stamped on the face and back hereof being in apparent good order and condition except as noted, said to contain merchandise the contents value weight, quantity, condition of contents or the marks on said packages not being known to the person firm or corporation named in the heading hereof hereinafter designated as the Company to be forwarded to the port of destination named hereon

SHIPPED BY_____

FROM_____ **TO**_____

TO BE FORWARDED PER S/S_____ **AND/OR OTHER VESSEL**

FOR DISCHARGE AT PORT OF_____

THENCE TO BE FORWARDED TO_____

CONSIGNED TO_____

NOTIFY_____

SENDERS MARKS AND NUMBERS	SENDERS DESCRIPTION OF CONTENTS	WEIGHT	MEASUREMENTS

FOR DELIVERY APPLY TO:

CHARGES

PREPAID TO_____

COLLECT_____

SUBJECT ALWAYS TO THE TERMS, CONDITIONS AND EXCEPTIONS OF THIS CONTRACT AND WHICH ARE HEREBY MUTUALLY AGREED AS FOLLOWS

1 The company assumes no liability as a carrier and undertakes only to use reasonable care in the selection of carriers, truckmen, forwarders, lighermen, warehousemen, agents and others to whom it may entrust the goods for transportation, handling and/or delivery and/or storage or otherwise.

2 The Company is authorized to select and engage carriers, truckmen, lightermen, forwarders, agents, warehousemen and others, to transport, store, deal with and deliver the goods, all of whom shall be considered the agents of the Sender and the goods may be entrusted to such agencies subject to all conditions as to limitation of liability for loss or damage, and to all rules, regulations, requirements and conditions, whether printed, written or stamped, appearing in bills of lading, receipts or tariffs issued by such carriers truckmen, lightermen, forwarders, agents, warehousemen and others

3 Inasmuch as carriers limit their liability to a nominal sum for loss or damage unless a freight rate based on valuation is made with said carriers—the Company must request at the time when forwarding instructions are given, special written instructions from the Sender to pay such higher freight rate based on valuation otherwise the valuation placed by the Sender on the goods shall be considered as solely for customs and insurance purposes and the goods will be delivered to the carriers subject to all their limitations of liability Such special written instructions indicating value do not in any manner relate to insurance

4 The Sender has the option of paying a special compensation to the Company based upon a value in excess of $50.00 per package in case of any loss or damage from causes which would make the Company liable but such option can be exercised only by special written agreement made with the Company prior to shipment which agreement shall indicate the limit of the Company's liability and the special compensation for the particular risks by it to be assumed and be attached hereto or endorsed hereon by a duly authorized officer of the Company; — otherwise the Sender agrees that the Company's liability for any loss or damage to the goods for any cause which would make the Company liable shall not exceed the sum of $50.00 for each package (or the invoice value thereof if less) and any partial loss or damage for which the Company might be liable shall be adjusted pro-rata on the basis of the valuation of $50.00 per package or the invoice value thereof if less

5 In no event shall the Company be liable for any act, omission or default in connection with the within shipment unless a written claim therefor shall be presented to it at its office in New York within ten (10) months from date of shipment of the goods to the Company in a statement to which every ground of claim shall be attached No suit to recover for any claim or demand hereunder shall in any event be maintained against the Company unless the same be instituted within ten months after presentation of the said claim as above provided The provisions of any and all Statutes of Limitations are hereby expressly waived

6 It is agreed that any claim for loss damage or delay or any other cause shall be only against the carrier truckmen, lightermen, forwarders, agents, warehousemen or others in whose actual custody the goods may be at the time of such loss damage or delay and that the Company shall not be liable or responsible for any claim or demand from any cause whatsoever unless in such case the damages alleged to have been suffered be proven to be caused by the negligence of the Company its officers or employees in which event the limitations of liability set forth in paragraph number 4 hereof shall apply

7 The Company shall not be obliged to incur any expenses or advance any money in connection with the forwarding of the goods unless the same is previously advanced to the Company by the Sender on demand

8 The Company shall have a general lien on any property of the Sender in its possession for all claims for charges and expenses incurred in connection with any shipments of the Sender and if such claim remains unpaided for thirty (30) days after demand for its payment is made the Company is given the right to sell at public auction or private sale without notice to the Sender any or all property so much thereof as may be necessary to satisfy such lien, and apply the net proceeds less the expenses of such sale to the payment of its charges

9 The seizure of the goods by any Government or by legal process shall not affect the liability of the Sender to the Company in respect to the payment of all charges

10 If the forwarding of the goods from the orchard is, or in the opinion of the Company is likely to be prevented or delayed beyond the usual time thereof either directly or indirectly by war civil commotion insurrection, blockade or other hostilities, or by strikes labor disturbances or stoppage of labor of carriers, truckmen, or others, or by lockout by the carriers or others, the Company may at its option but at the risk and expense of the Sender store the goods, and charge all expenses and services incurred promptly to the Sender and the Company shall be entitled to and have a lien upon the goods for such services and expenses

11 It is agreed that the shipper of the goods is and shall remain primarily responsible to the Company for all charges and expenses incurred by the Company in connection with the forwarding of the goods In the event the goods are refused at destination or acceptance thereof is delayed or they remain unclaimed at destination or any transhipping point in the course of transit or are returned for any reason whatsoever the consignee and shipper shall nevertheless pay the Company for all charges and expenses in connection therewith, incurred in storing or caring for the goods or in effecting transportation back to the original shipping point If the Company so undertakes on behalf of the shipper Washington or consignee however, shall obligate the Company to account for the return or storage of the goods Nor shall anything herein contained affect any rights which the Company may also have against the consignee or the owner of the goods

12 The terms of the Company for his services shall be included with and be in addition to the rates and charges of all carriers and other agencies employed by the Company to transport and deal with the goods. The Sender agrees to pay all charges duties also include all brokerages, commissions, etc. etc. received by the Company from carriers forwarders and others in connection with the shipment

13 Charges do not include charges in foreign countries for duties, customs or revenue, license service for customs clearance port or terminal charges, or expenses or carriage to consignee's final address, none of which expenses are required to be advanced by the Company

14 The Company shall be under no obligation to arrange for any insurance on the packages herein described on behalf of the Sender or holder hereof and any insurance to be effected by the Company shall be provided by special written agreement but, insofar as the Company may be responsible to the Shipper the Company shall be entitled to the benefit of any insurance effected on the goods and to any payments or losses made by the insurer thereon in any manner whatsoever

15 It is further agreed that since neither the carriers which will transport and handle this shipment nor the Company will have any control over the shipment while in custody of governmental officials a full and complete delivery shall be deemed to be made when the goods have been delivered to carrier bonae porcarium or other authorities as required by the law or customs regulations then and there in force

16 The Company may cause the goods to be stored at the expense and risk of the Shipper and/or of the goods if unusual delay occurs enroute or delivery is perverted by causes beyond the Company's control and if acceptance is refused or the goods unclaimed at destination, the Company shall not be obligated to arrange for disposition or return of the goods but the goods shall be at sole risk of Shipper consignee and/or owner thereof

17 In the event that this shipment originates at an interior point in the United States or Canada the Company shall by and/or no obligations to take any action until a reasonable time after the Company has received a notice from the railroad company express company or other carrier of the arrival of such shipment at the port of exportation

18 The Shipper undertakes to mark plainly the contents of all packages containing explosives or other dangerous articles and assumes all responsibility for failure to do so also, for not conforming with customs quarantine or other laws regulations or requirements, and for misdeclaration or misdescription of the goods and the Shipper agrees to pay and reimburse the Company for all fines and expenses incurred by non compliance with any of the laws and regulations referred to and to hold the Company harmless therein and the Company may direct the stoppage storage sale, or any other disposition of the goods incurred by the Shipper's default in the premises

19 If specially stated in the place reserved on this contract the Company will make reasonable effort to select and arrange with forwarders carriers or other agencies for the forwarding of the packages here after described beyond the port of discharge of the steamship transporting the same in selecting such agencies, carriers truckmen, lightermen forwarders warehousemen and others to refuse to deal transport store, deal with or deliver the packages the Company only undertakes to use reasonable care in their selection and not to entrust to the foregoing agencies or any of them the said packages, subject to all conditions as to limitation of liability for loss damage and to all rules, regulations requirements whether printed written or stamped appearing on bills of lading receipts, or in tariffs issued by such agencies, carriers truckmen lightermen forwarders warehousemen and others and subject likewise to local and general customs affecting the goods and to the terms of this agreement

20 The sender holder or transferee hereof agrees to accept from the Company or from carriers, truckmen, lightermen, forwarders, warehousemen and others who may be selected by the Company to transport store deal with and deliver the goods or the part of discharge or other places, the bill of lading, delivery order or other document entitling such sender transferee or holder to receive delivery of the goods from the carrier truckman, lighterman forwarder and other agencies to whom the goods may be entrusted, in whose possession the said goods may be at the port of discharge or destinations, and the delivery of such bill of lading delivery order or other document to the said transferee or holder hereof shall be full performance of all the Company's obligations hereunder with respect to the forwarding and reforwarding of said goods

21 If at any time owing to the breaking out of hostilities unrestricted war, insurrection, internal disturbances, quarantine or for any other similar reasons, shall land the goods at any port other than the port of discharge such landing shall be deemed a full and complete delivery at such port of discharge and the Company shall in no way be held responsible thereafter or be obligated to transport thereof If the Company shall have previously undertaken to arrange for the reforwarding of the goods to a destination beyond the aforementioned port of discharge, the Company in such event, upon cancellation or refusal of that portion of its charges relating to the goods from the port of discharge to the said destination beyond, shall be deemed to have completed its undertaking and shall in no way be obligated to transport thereof

22 If the goods herein are consigned to ORDER the surrender of this contract duly indorsed shall be required before the delivery of the packages at destination, and if the goods the Company is hereby authorized by Sender or holder hereof to afford delivery of said packages to any persons presenting this contract so indorsed, the signing of such delivery to any person presenting this contract so indorsed, shall be a full performance of the duty of the Company hereunder The Company shall not owe any duty to notify the consignee or others of the arrival or expiration of free time of the goods nor shall the Company be charged nothing from holding so to do. If the packages herein are NOT consigned to ORDER" then said packages may be delivered without requiring the production or presentation of this contract.

23 This Agreement and entire hereunder shall be determined in accordance with the laws of the State of New York.

24 No agent employee of the Company shall have authority to alter or to waive any of the provisions of this contract.

25 In accepting this contract the Sender and the holder of this contract expressly notify and agree to be bound by all the stipulations, exemptions and conditions whether written, printed or stamped hereon or attached hereto, as fully as if they had all signed the same, and the Sender and holder hereof agree that any right to enter inspection of bill of lading or receipt of any carrier or others in connection with the packages are or may be exercised for transportation, or for any other purpose.

ISSUED AT _____ **DATE** _____

IN____ _____ **ONE OF WHICH BEING ACCOMPLISHED THE OTHERS STAND VOID**

PITT & SCOTT CORPORATION

By_____

SH-15-19-4-9.

See pages 104 and 105 for discussion.

(Form 9A)

Form of Order Bill of Lading approved by the Board of Transport Commissioners for Canada by General Order No. 41 of 15th July, 1909

CANADIAN PACIFIC RAILWAY COMPANY

ORDER BILL OF LADING—ORIGINAL

Shipper's No._____

Agent's No._____

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading,

at_____ 19____

from_____

the goods described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said Company agrees to carry to its usual place of delivery at said destination, if on its road, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said goods over all or any portion of said route to destination, and as to each party at any time interested in all or any of said goods, that every service to be performed hereunder shall be subject to all the conditions, whether printed or written, herein contained (including conditions on back hereof) and which are agreed to by the shipper and accepted for himself and his assigns

The surrender of this Original ORDER Bill of Lading properly indorsed shall be required before the delivery of the goods. Inspection of goods covered by this bill of lading will not be permitted unless provided by law or unless permission is indorsed on this original bill of lading or given in writing by the shipper

The Rate of Freight from_____

to_____ is in Cents per 100 Lbs

If_____ Times 1st	If_____ Class	If_____ Class	If_____ Class	If_____ Class	If_____ Class	If_____ Class	If_____ Class	If_____ Class	If_____ Class	If_____ Class	If Special Per _____

(Mail Address—Not for purposes of Delivery)

Consigned to ORDER OF_____

Destination_____ { Province or State of _____ County of_____

Notify_____

At_____ { Province or State of _____ County of_____

Route_____ Car Initial_____ Car No._____

No Packages	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	WEIGHT (Subject to Correction)	Class or Rate	Check Column

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $_____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per_____ (The Signature here acknowledges only the amount prepaid.)

Charges Advanced

$_____

_____ Shipper

Per_____

_____ Agent

Per_____

(This Bill of Lading is to be signed by the shipper and agent of the carrier issuing same.)

Printed in Canada

[1]

See pages 107 and 497 for discussion.

INDORSEMENTS

CONDITIONS

Sec. 1 The Carrier of any of the goods herein described shall be liable for any loss thereof or damage thereto except as hereinafter provided.

Sec. 2. In the case of shipments from one point in Canada to another point in Canada, or where goods are shipped under a joint tariff, the Carrier issuing this bill of lading, in addition to its other liability hereunder, shall be liable for any loss, damage, or injury to such goods from which the other Carrier is not by the terms of this bill of lading relieved, caused by or resulting from the act, neglect or default of any other Carrier to which such goods may be delivered in Canada, or under such joint tariff or over whose line or lines such goods may pass in Canada or under such joint tariff, the onus of proving that such loss was not so caused or did not so result being upon the Carrier issuing this bill of lading The Carrier issuing this bill of lading shall be entitled to recover from the other Carrier on whose line or lines the loss, damage, or injury to the said goods shall have been sustained the amount of such loss, damage, or injury as it may be required to pay hereunder, as may be evidenced by any receipt, judgment or transcript thereof Nothing in this section shall deprive the holder of this bill of lading or party entitled to the goods of any remedy or right of action which he may have against the Carrier issuing this bill of lading or any other Carrier

Sec 3 The Carrier shall not be liable for loss, damage or delay to any of the goods herein described, caused by the act of God, the King's or public enemies, riots strikes defect or inherent vice in the goods, or the act or default of the shipper or owner, for differences in weights of grain, seed, or other commodities caused by natural shrinkage, or discrepancies in elevator weights when the elevators are not operated by the Carrier, unless the weights are evidenced by Government certificate, the authority of law or by quarantine. For loss, damage, or delay, except where cartage is to be performed by the Carrier or its agents, caused by fire occurring after forty-eight hours (exclusive of legal holidays), or in the case of bonded goods seventy-two hours (exclusive of legal holidays), after written notice of the arrival of said goods at destination or at port of export (if intended for export and not covered by a through bill of lading) has been sent or given, the Carrier's liability shall be that of warehousemen only. Except in case of negligence of the Carrier (and the burden of proving freedom from such negligence shall be on the Carrier), the Carrier shall not be liable for loss, damage or delay occurring while the goods are stopped and held in transit upon the request of the party entitled to make such request. When in accordance with general custom, on account of the nature of the goods, or at the request of the shipper, the goods are transported in open cars, the Carrier (except in case of loss or damage by fire, in which case the liability shall be the same as though the goods had been carried in closed cars) shall be liable only for negligence and the burden of proving freedom from such negligence shall be on the Carrier

Sec. 4. No Carrier is bound to transport said goods by any particular train or vessel, or in time for any particular market or otherwise than as required by law, unless by specific agreement endorsed hereon. Every Carrier in case of physical necessity shall have the right to forward said goods by any railway or route between the point of shipment and the point of destination, but if such diversion be from a rail to a water route the liability of the Carrier shall be the same as though the entire carriage were by rail

The amount of any loss or damage for which any Carrier is liable shall be computed on the basis of the value of the goods at the place and time of shipment under this bill of lading (including the freight and other charges if paid, and the duty if paid or payable and not refunded), unless a lower value has been represented in writing by the shipper or has been agreed upon or as determined by the classification or tariff upon which the rate is based, in any of which events such lower value shall be the amount to govern such computation whether or not such loss or damage occurs from negligence

When under the terms of the classification or special reduced tariffs, the goods are carried at owner's risk, such conditions are intended to cover only such risks as are necessarily incidental to transportation and shall not relieve the Carrier from liability for any loss damage or delay which may result from any negligence or omission of the Carrier, its agents or employees, and the burden of proving freedom from such negligence or omission shall be on the Carrier.

Notice of loss, damage or delay must be made in writing to the Carrier at the point of delivery, or to the Carrier at the point of origin, within four months after delivery of the goods, or in case of failure to make delivery, then within four months after a reasonable time for delivery has elapsed. Unless notice is so given the Carrier shall not be liable.

Any Carrier or party liable on account of loss of or damage to any of said goods, on reimbursing to the insured the premiums paid in respect thereof, shall have the full benefit of any insurance that may have been effected upon or on account of said goods, so far as this shall not avoid the policies or contracts of insurance.

Sec 5 Grain in bulk consigned to a point where the Carrier has an elevator or warehouse, or where there is a public or licensed elevator or warehouse, may be there delivered and placed with other grain of the same kind and grade without respect to ownership Provided that this shall not apply to a point of final delivery If it is otherwise expressly noted hereon, unless the grain is not promptly unloaded after written notice of arrival has been sent or given to the person named herein Grain so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder

Sec 6 Goods not removed by the party entitled to receive them within forty-eight hours (exclusive of legal holidays), or in the case of bonded goods, within seventy-two hours (exclusive of legal holidays), after written notice has been sent or given, may be kept in car, station, or place of delivery or warehouse of the Carrier, subject to a reasonable charge for storage and to the Carrier's responsibility as warehouseman only, or may at the option of the Carrier (after written notice of the Carrier's intention to do so has been sent or given) be removed to and stored in a public or licensed warehouse at the cost of the owner and there held at the risk of the owner and without liability on the part of the Carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

Goods in carloads shipped from a private siding or a station, wharf, or landing where there is no duly authorized agent, shall be at the risk of the owner until the car is lifted or bill of lading is issued by the Carrier, and thereafter shall be at the risk of the Carrier Goods in carloads destined to a private siding or station, wharf, or landing where there is no duly authorized agent, shall be at the risk of the Carrier until placed on the delivery siding

All goods shall be subject to necessary cooperage and baling at owner's cost.

Sec 7 No Carrier shall be bound to carry any documents, specie, or any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so (the duty of obtaining such special agreement to be on the Carrier when the nature of such goods is disclosed hereto) and a stipulated value of the articles are endorsed hereon If such goods are carried without a special agreement and the nature of the goods is not disclosed hereon the Carrier shall not be liable for any loss or damage thereto.

Sec. 8. The owner or consignee shall pay the freight and all other lawful charges accruing on said goods, and, if required, shall pay the same before delivery If upon inspection it is ascertained that the goods shipped are not those described in this bill of lading the freight charges must be paid upon the goods actually shipped, with any additional penalties lawfully payable thereon.

Sec. 9. Except in case of diversion from rail to water route, which is provided for in Section 4 hereof, and except as provided hereafter, if all or any part of said goods is carried by water over any part of said route, such water carriage shall be performed subject to the liabilities, limitations and exemptions provided by statute and to the conditions contained in this bill of lading not inconsistent with such statute or this section, and subject also to the condition that no carrier or party in possession shall be liable for any loss or damage resulting from the perils of the lake, sea, or other waters, or from explosion, bursting of boilers, or breakage of shafts not arising from the negligence of the Carrier, or from any latent defect in hull, machinery, or appurtenances, or from collision, stranding, or other accidents of navigation or from prolongation of the voyage And any vessel carrying any or all of the goods herein described shall be at liberty to call at intermediate ports, to tow and be towed, and assist vessels in distress, and to deviate for the purpose of saving life or goods

The term 'water carriage' in this section shall not be construed as including lighterage or car ferrage across rivers, or in lake or other harbors, and the liability for such lighterage or car ferrage shall be governed by the other sections hereof

If the goods are being carried under a tariff which provides that any Carrier or Carriers or party thereto shall be liable for loss from perils of the sea, then as to such Carrier or Carriers the provisions of this section shall be modified in accordance with the provisions of the tariff, which shall be treated as incorporated into the conditions of this bill of lading

Sec. 10. Every party, whether principal or agent, shipping explosives or dangerous goods without previous full written disclosure to the Carrier or its agent of their nature, shall be liable for all loss or damage caused thereby and such goods may be warehoused at owner's risk and expense, or destroyed without compensation.

Sec 11 Any alteration, addition or erasure in this bill of lading shall be signed or initialed in the margin by an agent of the Carrier issuing the same, and if not so signed or initialed shall be without effect, and this bill of lading shall be enforceable according to its original tenor

31

POPE & TALBOT, INC.

McCORMICK STEAMSHIP COMPANY

DIVISION

ORDER BILL OF LADING -- ORIGINAL

DATE 194

POPE & TALBOT, INC.

RECEIVED BY McCORMICK STEAMSHIP COMPANY, As Carrier's Agents for
DIVISION

transportation on Steamer as per conditions on the reverse side hereof

From PORT OF unto the PORT OF Via

From (Consignor)

(MAIL OR STREET ADDRESS OF CONSIGNEE FOR PURPOSES OF NOTIFICATION ONLY)

Consigned To Order Of

Destination State of County of

Notify

Route

No. Pkgs	Description of Articles, Special Marks and Exceptions	*Weight (subject to Corr.)	Class or Rate	Check Col.	Steamship Company place Marine Insurance in amount if
					$
					If charges are to be prepaid, write or stamp here, "To be Prepaid."
					Received $ to apply in prepayment of the charges on the property described hereon.
					(Agent or Cashier)
					Per
					(The signature here acknowledges only the amount prepaid)
					Charges Advanced.
					$

Value of Shipment stated by Shipper $

RELEASE Shipper, desiring to receive benefit of the rates provided by Carrier's current tariff that may lawfully apply when merchandise is shipped at a released or declared valuation, hereby stipulates that the goods covered by this bill of lading are each and all of the value of $ per and that in no event shall Carrier be liable in excess of said last declared value unless it be shown that this Release stipulation is not lawful.

POPE & TALBOT, INC.

McCORMICK STEAMSHIP CO., as Agents for Carrier
DIVISION

SHIPPER

By By

SIGNATURES BY INITIALS ONLY NOT ACCEPTED, NOR PRINTED SIGNATURES UNLESS SUB-SIGNED WITH FULL NAME OF SHIPPER'S AGENT.

Printed in U.S.A.

See pages 103–114 and 543 for discussion.

2110 W S A (6 43)

UNITED FRUIT COMPANY

BILL OF LADING

Received, from the Shipper hereinafter named, the goods or packages said to contain goods hereinafter mentioned, in apparent good order and condition, unless otherwise indicated in this bill of lading, to be transported subject to all the terms of this bill of lading with liberty to proceed via any port or ports within the scope of the voyage described herein, to the port of discharge or so near thereunto as the ship can always safely get and leave, always afloat at all stages and conditions of water and weather, and there to be delivered or transshipped on payment of the charges thereon If the goods in whole or in part are shut out from the ship named herein for any cause the Carrier shall have liberty to forward them under the terms of this bil. of lading on the next available ship

It is Agreed that the custody and carriage of the goods are subject to the following terms on the face and back hereof which shall govern the relations, whatsoever they may be, between the shipper, consignee, and the Carrier, Master and ship in every contingency, wheresoever and whensoever occurring, and also in the event of deviation, or of unseaworthiness of the ship at the time of loading or inception of the voyage or subsequently, and none of the terms of this bill of lading shall be deemed to have been waived by the Carrier unless by express waiver signed by a duly authorized agent of the Carrier

Ship {M S / S S} Voyage No

Port of Loading

Shipper

Consignee Order of or assigns

If consigned to Shipper's Order arrival notice to be addressed to (Without liability to carrier see Clause 12 hereof)

Port of Discharge from Ship

Destination of Goods (If goods to be transhipped at port of discharge see Clause 11 hereof)

THE SCOPE OF THE VOYAGE IS DESCRIBED IN CLAUSE 3 HEREOF

PARTICULARS FURNISHED BY SHIPPER OF GOODS

Marks and Numbers	Quantity or Number of Pieces or Packages	Description of Goods	Measurement	Gross Weight		Rate	Steamship Freight
				Pounds	Kilos		

If the goods herein covered are carried on a vessel owned by or under bareboat charter to the United States and which is a Public Vessel of the United States, War Shipping Administration, on behalf of the United States, hereby assumes all liabilities it would have with respect to the carriage of such goods if the vessel were a merchant vessel except with respect to cargo owned by the United States or any Agency or Department thereof and lend-lease cargo This clause is to be construed only as an agreement that such cargo when carried on such a Public Vessel shall be treated as though the carrying vessel were a merchant vessel with respect to liabilities for loss or damage to such cargo.

WARNING

Disclosure of the contents of this bill of lading to any unauthorized person may involve an offense against the Espionage Act of the United States (50 U. S. C., 31 and 32, as amended), or against the Official Secrets Act, 1911 and 1920, or The Defense (General) Regulation, of the United Kingdom.

Total Steamship Freight
Surcharge
Wharfage
Handling
Transfer Charge
Car Unloading
Panama Canal Terminal
Consular Fees
Consular Invoice Blanks

Total U S Currency

FREIGHT **PREPAID**

IN ACCEPTING THIS BILL OF LADING the shipper, consignee and owner of the goods agree to be bound by all of its stipulations, exceptions, and conditions, whether written, printed, or stamped on the front or back hereof, any local customs or privileges to the contrary notwithstanding

IN WITNESS WHEREOF, the Master of the said ship has affirmed to **3** bills of lading, all of this tenor and date, ONE of which being accomplished, the others to stand void.

Dated at ....

B/L No...............................

FOR THE MASTER

By.................. UNITED FRUIT COMPANY ....
as Agent for the Master

By..

REV 4-40

CANADIAN PACIFIC RAILWAY COMPANY

FF 46
6TH REVISION

IN CONNECTION WITH OTHER CARRIERS ON THE ROUTE

TRANS-ATLANTIC
THROUGH EXPORT BILL OF LADING

TO BE USED ON TRAFFIC SHIPPED FROM CANADIAN POINTS AND EXPORTED FROM CANADIAN PORTS ONLY

Issued at _____ 19

Through Export Bill of Lading No | Steamship Contract Number | Foreign Freight Department Permit Number

Received by _____ Railway Company at _____

on _____ 19 From _____

The following property, in apparent good order, said to be marked, numbered or addressed as indicated below (weight, measure, gauge, quality, quantity condition, contents and value unknown) weight and measurement subject to correction whether freight be prepaid or otherwise.

Consignee _____ Destination _____

Party to be notified _____

MARKS AND NUMBERS	ARTICLES
ORIGINAL CAR NUMBERS AND INITIALS	
	MEASUREMENT _____ CUBIC FEET (SAID TO BE) (Subject to correction)
	SHIPPER'S / CARRIER'S GROSS WEIGHT POUNDS (SUBJECT TO CORRECTION)
	AGENT ISSUING BILL OF LADING TO ERASE EITHER SHIPPER'S OR CARRIER'S BEFORE WEIGHT

To be carried to the port (A) of _____ and thence by _____ (Name of Steamship Line Not name of vessel)

to the port (B) _____ (or so near thereto as steamer may safely get with liberty to call at any port or ports in or out of the customary route) and to be there delivered in like good order and condition as above consigned, or to consignee's assigns, or to another carrier on the route to destination if consigned beyond said port (B), upon payment immediately on discharge of the property, of the freight thereon at

the rate from _____ to _____

of Inland rate _____

Ocean rate _____

Through rate _____

cents, gold, per one hundred pounds, gross weight (unless otherwise specified), and advanced charges (Average if any adjusted according to York Antwerp rules of 1924)

($ _____), with all other charges, without any allowance of credit or discount

All freights and charges collectible under this Bill of Lading, including any short-paid freight, are to be converted into currency of the country of the port of discharge at the current sight rate of exchange at Montreal, on the date of vessel's entry at the Custom House at the port of discharge

Except as provided in Part I of the Conditions printed on the back hereof no carrier shall be liable for loss, damage, injury or delay not occurring while the goods are in its custody, and no carrier shall be liable for delay not the result of its negligence, nor otherwise than as a warehouseman, while the property awaits further conveyance after proper tender of delivery to the next connecting carrier has been made

"CLAUSE PARAMOUNT." This Bill of Lading, so far as it relates to the carriage of goods by water, shall have effect, subject to the provisions of the Water Carriage of Goods Act, 1936, enacted by the Parliament of the Dominion of Canada, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under the said Act. If any term of this Bill of Lading be repugnant to said Act to any extent, such term shall be void to that extent but no further.

In accepting this Bill of Lading, the Shipper, Owner and Consignee of the Goods, and the holder of the Bill of Lading, agree to be bound by all its stipulations, exceptions and conditions, whether written or printed hereon or on the back hereof, as fully as if they were signed by such Shipper, Owner, Consignee or Holder

IN WITNESS WHEREOF *The Agent signing for the said Canadian Pacific Railway and its connecting Railway and Steamship Lines, severally and not jointly, has affirmed to* _____ *Bills of Lading, all of this tenor and date, one of which bills being accomplished, the others to stand void*

" *(On behalf of carriers severally and not jointly)* "

Per _____

SEE CONDITIONS ON BACK

IN CASE OF DELAY IN DELIVERY OF SHIPMENT COVERED BY THIS BILL OF LADING COMMUNICATE WITH STEAMSHIP AGENTS AT PORT OF DISCHARGE EUROPEAN FREIGHT MANAGER C P RY., TRAFALGAR SQUARE LONDON W C 2 OR FOREIGN FREIGHT DEPARTMENT C P RY MONTREAL

See pages 107 and 497 for discussion.

10m. 6-12-26. Form 221-C—Sol.

THE BALTIMORE AND OHIO RAILROAD COMPANY

LONDON: Mr. T. W. Jacobs, European Traffic Manager, 23-25 Billiter Street, E. C. 3.
NEW YORK: Mr. W. J. Honan, Foreign Freight Agent, Baltimore and Ohio Railroad, 25 Broadway
PHILADELPHIA: Mr. J. W. Hartzell, Foreign Freight Agent, Baltimore and Ohio Railroad, Widener Building
BALTIMORE: Mr. F. J Cousa, Foreign Freight Traffic Manager, Mr. M. W. Pryor, Foreign Freight Agent } Baltimore and Ohio Central Building
CHICAGO: Mr. A. F. Roloson, Foreign Freight Agent, Baltimore and Ohio Railroad, 112 West Adams Street

Shipper's No.....

IMPORT THROUGH ORDER BILL OF LADING—ORIGINAL

Agent's No.....

SHIPPED BY.....

in accordance with the underlying steamship bill of lading or receipt or bill of lading of other carriers, the following described property in apparent good order and condition, except as noted, contents and condition of contents of packages unknown.

Marks and Numbers.....

Description.....

Said to Weigh.....

Consigned to ORDER OF.....

Notify.....

.....Destination.....

.....In Bond to.....

SECTION I.

With Respect to Carriage up to American Seaboard.

The Baltimore and Ohio Railroad Company agrees to cause the property above described to be transported by carriers to be designated by the shipper, or in default of such designation to be selected by the Railroad Company or and on behalf of the shipper or owner subject to the terms and conditions of the said carriers' several receipts and bills of lading including any special clauses printed, written or stamped

thereon from.....

.....per steamer.....or

other steamer to the port of.....

and there to be delivered to The Baltimore and Ohio Railroad Company The Baltimore and Ohio Railroad Company shall hold for the benefit of shipper or owner all receipts and bills of lading issued by participating carriers but shall not be liable for any loss, damage or delay to said property and it is agreed that any claim or demand for loss, damage or delay shall be made against the carrier in possession of the property at the time such loss, damage or delay occurs The holder hereof expressly ratifies and accepts all of the conditions set forth herein and waives any right to prior inspection of bill of lading or receipt of any carrier participating in the transportation of the property covered thereby. The shipper or owner assumes all insurable risks whether due to perils of the sea or otherwise.

The shipper or owner agrees to pay the charges of the aforesaid carriers, the expenses of customs entry and other charges incidental to transportation and the charges of The Baltimore and Ohio Railroad Company for services as stated in quotations heretofore given by it to the shipper or owner; provided, that if any of the above charges other than the charge of The Baltimore and Ohio Railroad Company for services shall be greater than the quotations given by The Baltimore and Ohio Railroad Company the amount to be paid by the shipper or owner shall be increased to the extent of the difference.

SECTION II.

With Respect to Carriage from American Seaboard to Destination.

The Baltimore and Ohio Railroad Company agrees that upon delivery to it, at ship's side or steamship dock or at any of its piers or stations, of the property above described, to receive the same subject to the classification and tariffs on file with the Interstate Commerce Commission in effect upon the date of such delivery and to carry said property subject to said classification and tariffs and at the rate of freight therein provided for transportation, subject to conditions of the bill of lading printed on the back hereof, to the usual place of delivery at the destination thereof if on its route, otherwise to deliver it to another carrier on the route to the said destination.

It is mutually agreed as to each carrier of all or any of said property, over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions herein contained, including the conditions of the bill of lading printed on the back hereof.

When goods are shipped in bond the terminal carrier is authorized to deliver the said property to the United States Customs Collector at destination, or to his order, which delivery shall be a good and complete delivery hereunder without regard to the form of consignment and without requiring the surrender of the original bill of lading to the terminal carrier.

It is stipulated that any claim, demand or question, arising out of this shipment and bill of lading shall be determined according to the law of the State of Maryland.

Baltimore and Ohio Railroad has affirmed to.....Bills of Lading, all of this tenor and date, one of which being accomplished, the others stand void.

Dated at.....19.....

THE BALTIMORE AND OHIO RAILROAD COMPANY,

Per.....

See pages 107 and 497 for discussion.

10m 5-8-21. Form 221 B—6pl.

THE BALTIMORE AND OHIO RAILROAD COMPANY

INCORPORATED IN MARYLAND, LIMITED LIABILITY

LONDON: Mr. T. W. Jacobs, European Traffic Manager, 23-25 Billiter Street, E. C. 3.
NEW YORK: Mr. W. J. Honan, Foreign Freight Agent, Baltimore and Ohio Railroad, 25 Broadway
PHILADELPHIA: Mr. J. W. Hartzell, Foreign Freight Agent, Baltimore and Ohio Railroad, Widener Building
BALTIMORE: Mr. F. J. Cousa, Foreign Freight Traffic Manager, Baltimore and Ohio
Mr. M. W. Pryor, Foreign Freight Agent } Central Building
CHICAGO: Mr. John Crossman, Foreign Freight Agent, Baltimore and Ohio Railroad, 112 West Adams Street

Shipper's No.....

IMPORT THROUGH STRAIGHT BILL OF LADING—ORIGINAL—NOT NEGOTIABLE

Agent's No.....

SHIPPED BY.....

In accordance with the underlying steamship bill of lading or receipt or bill of lading of other carriers, the following described property in apparent good order and condition, except as noted, contents and condition of contents of packages unknown.

Marks and Numbers.....

Description.....

Said to Weigh .....

Consigned to .....

Notify.....

Destination..... In bond to.....

.....

SECTION I.

With Respect to Carriage up to American Seaboard.

The Baltimore and Ohio Railroad Company agrees to cause the property above described to be transported by carriers to be designated by the shipper, or in default of such designation to be selected by the Railroad Company or and on behalf of the shipper or owner subject to the terms and conditions of the said carriers' several receipts and bills of lading including any special clauses printed, written or stamped thereon from.....

.....per steamer.....or other steamer to the port of.....

and there to be delivered to The Baltimore and Ohio Railroad Company. The Baltimore and Ohio Railroad Company shall hold for the benefit of shipper or owner all receipts and bills of lading issued by participating carriers but shall not be liable for any loss, damage or delay to said property and it is agreed that any claim or demand for loss, damage or delay shall be made against the carrier in possession of the property at the time such loss, damage or delay occurs. The holder hereof expressly ratifies and accepts all of the conditions set forth herein and waives any right to prior inspection of bill of lading or receipt of any carrier participating in the transportation of the property covered thereby The shipper or owner assumes all insurable risks whether due to perils of the sea or otherwise.

The shipper or owner agrees to pay the charges of the aforesaid carriers, the expenses of customs entry and other charges incidental to transportation and the charges of The Baltimore and Ohio Railroad Company for services as stated in quotations heretofore given by it to the shipper or owner; provided, that if any of the above charges other than the charge of The Baltimore and Ohio Railroad Company for services shall be greater than the quotations given by The Baltimore and Ohio Railroad Company the amount to be paid by the shipper or owner shall be increased to the extent of the difference.

SECTION II.

With Respect to Carriage from American Seaboard to Destination.

The Baltimore and Ohio Railroad Company agrees that upon delivery to it, at ship's side or steamship dock or at any of its piers or stations, of the property above described, to receive the same subject to the classification and tariffs on file with the Interstate Commerce Commission in effect upon the date of such delivery and to carry said property subject to said classification and tariffs and at the rate of freight therein provided for transportation, subject to conditions of the bill of lading printed on the back hereof, to the usual place of delivery at the destination thereof if on its route, otherwise to deliver it to another carrier on the route to the said destination.

It is mutually agreed as to each carrier of all or any of said property, over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions herein contained, including the conditions of the bill of lading printed on the back hereof.

It is stipulated that any claim, demand or question, arising out of this shipment and bill of lading shall be determined according to the law of the State of Maryland.

Baltimore and Ohio Railroad has affirmed to.....Bills of Lading, all of this tenor and date, one of which being accomplished, the others stand void.

Dated at.....19.....

THE BALTIMORE AND OHIO RAILROAD COMPANY,

Per.....

See pages 107, 497, and 498 for discussion.

Printed in U S A

NYCS FTD-6

(Uniform Domestic Order Bill of Lading, adopted by Carriers in Official, Southern, Western and Illinois Classification territories, March 15, 1922, as amended August 1, 1930, and June 15, 1941.)

UNIFORM ORDER BILL OF LADING

Shipper's No._____

ORIGINAL

Agent's No._____

NEW YORK CENTRAL SYSTEM

THE NEW YORK CENTRAL RAILROAD COMPANY

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading,

at_____, 194__

from_____

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

The surrender of this Original ORDER Bill of Lading properly indorsed shall be required before the delivery of the property. Inspection of property covered by this bill of lading will not be permitted unless provided by law or unless permission is indorsed on this original bill of lading or given in writing by the shipper.

Consigned to **ORDER OF**_____

Destination_____ State of_____ County of_____

Notify_____

At_____ State of_____ County of_____

Route_____

Delivering Carrier_____ Car Initial_____ Car No._____

No. Packages	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	*WEIGHT (Subject to Correction)	CLASS OR RATE	CHECK COLUMN

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

_____
(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $_____ to apply in prepayment of the charges on the property described hereon.

_____
Agent or Cashier

Per_____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced

$_____

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.

NOTE.—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

_____ per_____

_____ Shipper

Per_____

Permanent post-office address of shipper_____

_____ Agent

Per_____

See pages 107, 497, and 498 for discussion.

PRINTED IN CANADA

REV. 10/39

FF-1

CANADIAN PACIFIC RAILWAY COMPANY

ATLANTIC STEAMSHIP LINES

CANADIAN PACIFIC STEAMSHIPS, LIMITED

EUROPEAN AGENCIES:

CANADIAN PACIFIC RAILWAY COMPANY

London: Trafalgar Square, W.C. 2. and 183 Leadenhall Street, E.C. 3

Liverpool: Royal Liver Building.

Bristol: 18 St. Augustine Parade.

Glasgow: 25 Bothwell Street.

Southampton: Canute Road.

Antwerp: Place de Meir, 42.

Hamburg: 9 Alsterdamm.

Received by THE CANADIAN PACIFIC STEAMSHIPS, LTD., hereinafter called the Carrier, from the Shipper hereinafter named, the goods or packages said to contain goods hereinafter mentioned in apparent good order and condition unless otherwise indicated in this bill of lading, to be transported subject to all the terms of this bill of lading with liberty to proceed via any port or ports within the scope of the voyage described herein, to the port of discharge or so near thereunto as the ship can always safely get and leave, always afloat at all stages and conditions of water and weather, and there to be delivered or transhipped on payment of the charges thereon. If the goods in whole or in part are shut out from the ship named herein for any cause, the Carrier shall have liberty to forward them under the terms of this bill of lading on the next available ship of this line, or, at Carrier's option, of any other line.

It is agreed that the custody and carriage of the goods are subject to the following terms which shall govern the relations, whatsoever they may be between the shipper, consignee, and the Carrier, master and ship in every contingency, wheresoever and whensoever occurring, and also in the event of deviation, or of unseaworthiness of the ship at the time of loading or inception of the voyage or subsequently, and none of the terms of this bill of lading shall be deemed to have been waived by the Carrier unless by express waiver in writing signed by a duly authorized agent of the Carrier:

1 This Bill of Lading shall have effect subject to the provisions of the Water Carriage of Goods Act, 1936, enacted by the Parliament of the Dominion of Canada, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions

goods, shippers, consignees or owners of the goods to the Carrier before delivery. Passengers' effects, if any, shall not contribute in general average but claims for passengers' effects sacrificed shall be allowed in general average, less their proper contribution in such case.

11 Whenever the goods are consigned to a point where the ship does not expect to discharge, the

(CONTINUED FROM OVER PAGE)

18. All agreements or freight engagements for the shipment of the goods are superseded by this bill of lading, and all its terms, whether written, typed, stamped, or printed, are accepted and agreed by the shipper to be binding as fully as if signed by the shipper, any local customs or privileges to the contrary notwithstanding. Nothing in this bill of lading shall operate to limit or deprive the Carrier of any statutory protection or exemption from, or limitation of, liability. If required by the Carrier, one signed bill of lading duly endorsed must be surrendered to the agent of the ship at the port of discharge in exchange for delivery order.

Contract No. ..... B/L No. .....

S.S. ..... PORT OF LOADING: .....

SHIPPER: .....

CONSIGNEE: ORDER OF .....

ARRIVAL NOTICE TO BE ADDRESSED TO: .....

PORT OF DISCHARGE FROM SHIP ..... DESTINATION OF GOODS (If goods to be transhipped at port of discharge): ..... BY { RAIL / WATER / ROAD } .....

THE SCOPE OF THE VOYAGE INCLUDES MONTREAL, QUEBEC, WEST SAINT JOHN, HALIFAX, LIVERPOOL SOUTHAMPTON, LONDON

PARTICULARS FURNISHED BY SHIPPER OF GOODS

LEADING MARKS	DESCRIPTION OF GOODS	GROSS WEIGHT POUNDS

AMERICAN PIONEER LINE

UNITED STATES LINES CO.

(SPACES IMMEDIATELY BELOW FOR SHIPPERS MEMORANDA—NOT PART OF BILL OF LADING)

B/L No.

FORWARDING AGENT—REFERENCES

EXPORT DEC. No.

DELIVERING CARRIER TO STEAMER:

CAR NUMBER — REFERENCE

BILL OF LADING

SHIP | FLAG | PIER | PORT OF LOADING

PORT OF DISCHARGE FROM SHIP

SHIPPER _____

CONSIGNED TO. ORDER OF _____ AT THE PORT OF DISCHARGE

ADDRESS ARRIVAL NOTICE TO _____

PARTICULARS FURNISHED BY SHIPPER OF GOODS

MARKS AND NUMBERS	NO OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT IN POUNDS
FREIGHT PAYABLE IN				

_____ @ _____ PER 2240 LBS $ _____

_____ @ _____ PER 100 LB. $ _____

_____ FT. ____ IN. @ _____ PER 40 CU FT $ _____

_____ FT. ____ IN @ _____ PER CU. FT $ _____

$ _____

$ _____

$ _____

SURCHARGE 13% $ _____

TOTAL $ _____

R-2047—U S L 8-46 PRINTED IN U S A

(CONDITIONS CONTINUED FROM REVERSE SIDE HEREOF)

IN WITNESS WHEREOF, THERE HAVE BEEN EXECUTED _____

BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID

UNITED STATES LINES COMPANY

BY _____ FOR THE MASTER

ISSUED AT NEW YORK, N. Y. _____ (DATE)

AGENTS

With WILHELMSEN AGENCY, Ltd
SYDNEY and MELBOURNE
BURNS PHILIP & CO., Ltd
BRISBANE

AMERICAN PIONEER LINE

UNITED STATES LINES CO

ONE BROADWAY, NEW YORK 4, N Y

ATLANTIC AND GULF COAST TO AUSTRALASIA

BILL OF LADING

(SHORT FORM)

AGENTS

DALGETY & CO., Ltd
WELLINGTON N Z
ADELAIDE, AUSTL'A
R G LYNN, Ltd
FREMANTLE

RECEIVED from the shipper named on the reverse side hereof the goods, or packages said to contain goods, hereinafter mentioned in apparent good order and condition unless otherwise indicated in this bill of lading to be transported to the port of discharge and there to be delivered or transshipped on the terms hereinafter stated. In every contingency whatsoever and even in case of deviation or of unseaworthiness of the ship at time of loading or at any subsequent time the rights and obligations whatsoever they may be of each and every person having any interest or duty whatsoever in respect of the receipt care custody carriage delivery or transshipment of the goods whether as shipper consignee holder or endorsee of the bill of lading receiver or owner of the goods master of the ship carrier shipowner demise charterer time charterer operator agent bailee warehouseman forwarder or other wise howsoever, shall be subject to and governed by the terms of the Uniform Bill of Lading which shall be deemed to be incorporated herein including any amendments thereto or special provisions thereof which may be in effect at the time the goods are received for shipment and applicable to the intended voyage Copies of such Uniform Bill of Lading and amendments may be obtained on application to the United States Maritime Commission Washington D C or to any of its District Offices or to the Agent of the Master at the port of shipment or port of discharge This shipment shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States approved April 16 1936 which shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act The provisions stated in said Act shall (except as may be otherwise specifically provided in the bill of lading referred to above) govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the carrier Noth ing herein contained whether by express statement reference implication or otherwise shall be deemed a surrender of any rights or immunities or an increase of any responsibilities or liabilities which the ship her owner charterer operator agent or master or any carrier bailee warehouseman or forwarder of the goods or the agent of any of them would have in the absence of this bill of lading None of the terms of this bill of lading shall be deemed to have been waived by any person unless by express waiver signed by such person or his duly authorized agent

IN ACCEPTING THIS BILL OF LADING, the shipper consignee pledgee holder or endorsee of this bill of lading receiver owner of the goods and each of them agree that all freight engagements dock receipts or other agreements whatsoever in respect of the shipment of the goods are super seded by this bill of lading and agree to be bound by all its terms whether written printed or stamped on the front or back thereof or incorporated by reference therein any local customs or privileges to the contrary notwithstanding

If requested, one signed bill of lading duly endorsed must be surrendered to the agent of the ship at the port of discharge in exchange for de livery order

(CONDITIONS CONTINUED ON REVERSE SIDE HEREOF)

DO NOT USE THIS SPACE FOR DESCRIPTION OF SHIPMENT

See pages 103–114 and 543 for discussion.

Warshipshortblading—12-15-42 2110A W S A (12-45)

UNITED FRUIT COMPANY, *Agent*

BILL OF LADING

(Short Form)

Received from the shipper hereinafter named the goods, or packages said to contain goods, hereinafter mentioned in apparent good order and condition unless otherwise indicated in this bill of lading, to be transported to the port of discharge and there to be delivered or transshipped on the terms hereinafter stated In every contingency whatsoever and even in case of deviation or of unseaworthiness of the ship at time of loading or at any subsequent time, the rights and obligations, whatsoever they may be, of each and every person having any interest or duty whatsoever in respect of the receipt, care, custody, carriage, delivery or transshipment of the goods whether as shipper, consignee, holder or endorsee of the bill of lading, receiver or owner of the goods, master of the ship, carrier shipowner, demise charterer, time charterer, operator, agent, bailee, warehouseman, forwarder, or otherwise howsoever, shall be subject to and governed by the terms of the Uniform Bill of Lading (Warshiplading 7-1-42) adopted by General Order No 16 of the Administrator, War Shipping Administration, July 4, 1942, which shall be deemed to be incorporated herein, including any amendments thereto or special provisions thereof which may be in effect at the time the goods are received for shipment and applicable to the intended voyage Copies of such Uniform Bill of Lading and amendments may be obtained on application to the War Shipping Administration, Washington, D C , or to any of its District Offices or to the Agent of the Master at the port of shipment or port of discharge This shipment shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act The provisions stated in said Act shall (except as may be otherwise specifically provided in the bill of lading referred to above) govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the carrier Nothing herein contained, whether by express statement, reference, implication or otherwise, shall be deemed a surrender of any rights or immunities or an increase of any responsibilities or liabilities which the ship, her owner, charterer, operator, agent or master or any carrier, bailee, warehouseman, or forwarder of the goods or the agent of any of them would have in the absence of this bill of lading None of the terms of this bill of lading shall be deemed to have been waived by any person unless by e press waiver signed by such person, or his duly authorized agent

IN ACCEPTING THIS BILL OF LADING, the shipper, consignee, pledgee, holder or endorsee of this bill of lading, receiver, owner of the goods and each of them agree that all freight engagements, dock receipts or other agreements whatsoever in respect of the shipment of the goods are superseded by this bill of lading, and agree to be bound by all its terms whether written, printed or stamped on the front or back thereof or incorporated by reference therein, any local customs or privileges to the contrary notwithstanding

If requested, one signed bill of lading duly endorsed must be surrendered to the agent of the ship at the port of discharge in exchange for delivery order

If the ship is not owned by or chartered by demise to the War Shipping Administration or to the Company signing this bill of lading for the Master (as may be the case notwithstanding anything that appears to the contrary) this bill of lading shall take effect only as a contract with the owner or demise charterer, as the case may be, as principal, made through the agency of the War Shipping Administration or the Company signing this bill of lading for the Master, which acts as agent only and shall be under no personal liability whatsoever in respect thereof

NOTICE

If the goods herein covered are carried on a vessel owned by or under bareboat charter to the United States and which is a Public Vessel of the United States, War Shipping Administration, on behalf of the United States, hereby assumes all liabilities it would have with respect to the carriage of such goods if the vessel were a merchant vessel except with respect to cargo owned by the United States or any Agency or Department thereof, and lend-lease cargo This clause is to be construed only as an agreement that such cargo when carried on such a Public Vessel shall be treated as though the carrying vessel were a merchant vessel with respect to liabilities for loss or damage to such cargo

(Continued Overpage)

See pages 103–114 and 543 for discussion.

(Continued from Overpage)

SHIP m. s. / s. s. _____ Voy. No. _____

SHIPPER _____ Port of Loading _____

CONSIGNEE Order of _____ or Assigns _____

IF CONSIGNED TO SHIPPERS ORDER
ARRIVAL NOTICE TO BE ADDRESSED TO _____
(Without liability to carrier. See Clause 12 of WARSHIPLADING referred to herein)

PORT OF DISCHARGE FROM SHIP _____ Destination of Goods _____
If goods to be transhipped at Port of Discharge, See Clause 11 of WARSHIPLADING referred to herein

THE SCOPE OF THE VOYAGE IS REFERRED TO IN THE PREAMBLE AND CLAUSE 3 of "WARSHIPLADING" REFERRED TO HEREIN

PARTICULARS FURNISHED BY SHIPPER OF GOODS

Marks and Numbers	Quantity or Number of Pieces or Packages	Description of Goods	Measurement	Gross Weight		Rate	Steamship Freight	
				Pounds	Kilos			

Total Steamship Freight	
War Surcharge (%)	
. . .	
. . . . .	
. . . . .	
TOTAL U. S. CURRENCY	

FREIGHT **PREPAID**

IN WITNESS WHEREOF, there have been executed **3** Bills of Lading exclusive of non-negotiable copies, all of the same tenor and date, ONE of which being accomplished, the others to stand void

Dated at 19

B/L No. . . . . .

FOR THE MASTER

By United Fruit Company
Agents for United States of America
(War Shipping Administration)

By . . . . . .

(Also headings of identically worded Memorandum and Shipping Order)

PRINTED IN U. S. A. — For use in connection with Uniform Domestic Straight Bill of Lading adopted by Carriers in Official, Southern, Western and Illinois Classification Territories, March 15, 1922 as amended August 1, 1930, and June 15, 1941 — NYCS FTD-4 3rd SHEET

3

THIS MEMORANDUM is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading nor a copy or duplicate covering the property named herein and is intended solely for filing or record

Shipper's No._____

Agent's No._____

NEW YORK CENTRAL SYSTEM

THE NEW YORK CENTRAL RAILROAD COMPANY

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

PRINTED IN U. S. A. — For use in connection with Uniform Domestic Straight Bill of Lading adopted by Carriers in Official, Southern, Western and Illinois Classification Territories, March 15, 1922 as amended August 1, 1930, and June 15, 1941 — NYCS FTD-4 2nd SHEET

2

THIS SHIPPING ORDER must be legibly filled in, in Ink, in Indelible Pencil, or in Carbon and retained by the Agent

Shipper's No._____

Agent's No._____

NEW YORK CENTRAL SYSTEM

THE NEW YORK CENTRAL RAILROAD COMPANY

RECEIVE, subject to the classifications and tariffs in effect on the date of the issue of this Shipping Order,

at_____, 194__

PRINTED IN U. S. A. — Uniform Domestic Straight Bill of Lading adopted by Carriers in Official, Southern, Western and Illinois Classification Territories, March 15, 1922 as amended August 1, 1930, and June 15, 1941 — NYCS FTD-4 1st SHEET

1

NEW YORK CENTRAL SYSTEM

UNIFORM STRAIGHT BILL OF LADING

ORIGINAL—NOT NEGOTIABLE

THE NEW YORK CENTRAL RAILROAD COMPANY

Shipper's No._____

Agent's No._____

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading,

at_____, 194__

from_____

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns

(Mail or street address of consignee—For purposes of notification only)

Consigned to_____

Destination_____ State of_____ County of_____

Route_____

Delivering Carrier_____ Car Initial_____ Car No._____

No. Packages	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	*WEIGHT (Subject to Correction)	CLASS OR RATE	CHECK COLUMN

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges

_____
(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid"

Received $_____ to apply in prepayment of the charges on the property described hereon

_____
Agent or Cashier.

Per_____

(The signature here acknowledges only the amount prepaid)

Charges Advanced.

$_____

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight."

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per

1@3466

_____ Shipper. _____ Agent

Per_____ Per_____

Permanent postoffice address of Shipper_____

Form No 52
Printed and Sold by
UNZ & CO
24 Beaver St , New York 4, N Y
9344

UNIFORM MOTOR CARRIER STRAIGHT BILL OF LADING

ORIGINAL—
NOT NEGOTIABLE—
DOMESTIC

1st Sheet
Shipper's No.....

Agent's No.....

National Motor Freight Classification No. 5, Effective Dec 31, 1940.

.....CARRIER

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading,

From....., Date.....19.....

At.....Street,.....City,.....County,.....State

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as shown below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or routes, or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns

Consigned to.....

Destination.....Street,.....City,.....County,.....State

Routing.....

Delivering Carrier..... Vehicle or Car Initial..... No .....

Collect On Delivery $ ....and remit to .....

.....Street.....City.....State

COD charge to be paid by { Shipper ☐ Consignee ☐

No Packages	DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	*WEIGHT (Subject to Correction)	CLASS OR RATE	CHECK COLUMN

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges

(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid"

Received $.....
to apply in prepayment of the charges on the property described hereon.

(Agent or Cashier)

Per.....

(The signature here acknowledges only the amount prepaid)

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is 'carrier's or shipper's weight."

NOTE —Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

.....per.....

Charges Advanced.

$.....

.....Shipper.....Agent.

1 Per.....Per.....

Permanent Address of Shipper.....Street,..... City,.....State

[1]

See page 581 for discussion.

UNIFORM MOTOR CARRIER BILL OF LADING CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto or delay caused by the Act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cotton, or from riots or strikes. Except in case of carrier's negligence, no carrier or party in possession of all or any of the property herein described shall be liable for delay caused by highway obstruction, faulty or impassable highway, or lack of capacity of any highway, bridge or ferry, and the burden to prove freedom from such negligence shall be on the carrier or party in possession.

(c) In case of quarantine, the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch, at nearest available point in carrier's judgement, and in any such case carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities, even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2 (a) No carrier is bound to transport said property by any particular schedule, train, vehicle or vessel, or in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, whereby a higher value than the actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such released value is hereby agreed to be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier or carrier issuing this bill of lading, or carrier on whose line the loss, damage, injury or delay occurred, or carrier in possession of the property when the loss, damage, injury or delay occurred, within nine months after delivery of the property (or in case of export traffic, within nine months after delivery at port of export), or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed, and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance: Provided, That the carrier reimburse the claimant for the premium paid thereon.

Sec. 3 Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage and baling at owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in loading or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad public or licensed elevator, and not otherwise expressly ordered herein, and when it is not promptly unloaded) be there delivered and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignee), and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

Sec. 4 (a) Property not removed by the party entitled to receive it within the free time (if any) allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or property not received, at time tender of delivery of the property to the party entitled to receive it has been made, may be kept in vessel, vehicle, car, depot, warehouse or place of business of the carrier, subject to the tariff charge for storage, or may be removed to and stored in a warehouse, all at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the point of delivery or other available point, or if no such warehouse is available at point of delivery or at other available point in any other available storage facility, all at the expense of the owner and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. In the event consignee cannot be found or refuses delivery, then in that event, the mailing by carrier of notice of the placing of such goods in warehouse shall be mailed to the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which same have been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive or claim it within 15 days after notice of arrival shall have been sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier: Provided, That the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published: Provided, That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale: Provided, That if time serves for notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

(f) Property destined to or taken from a station, wharf, landing or other place at which there is no regularly appointed freight agent shall be entirely at risk of owner after unloaded from cars, vehicles or vessels or until loaded into cars, vehicles or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharfs, landings, or other places shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train or until loaded into and after unloaded from vessels, or if property is transported in motor vehicle trailers or semi-trailers, until such trailers or semi-trailers are attached to and after they are detached from power units. Where a carrier is directed to unload or deliver property transported by motor vehicle at a particular location where consignee or consignee's agent is not regularly located, the risk after unloading, or delivery, shall be that of the owner.

Sec. 5 No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6 Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7 The owner or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property, but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the freight and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges. Provided, That, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery) for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property and, in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

Sec. 8 If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's agent to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9 (a) If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in, the Act of Congress of the United States, approved on February 13, 1893, and entitled "An Act relating to the navigation of vessels, etc.," and of other statutes of the United States according carriers by water the protection of limited liability, and to the conditions contained in this bill of lading not inconsistent therewith or with this section.

(b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier.

(c) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped, and supplied, no such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defects in hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailing, or from reasonable detention, stranding or other accidents of navigation, or from prolongation of the voyage. And, when for any reason it is necessary, any vessel carrying any or all of the property herein described shall be at liberty to call at any port or ports, in or out of the usual route, to tow and be towed, to transfer, transship, or lighter, to load and discharge goods at any time, to assist vessels in distress, to deviate for the purpose of saving life or property, and for docking and repairs. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it be necessary or is usual to carry the same upon deck.

(d) General Average shall be payable according to the York-Antwerp Rules of 1924, Sections 1 to 15, inclusive, and Sections 17 to 22, inclusive, and as to matters not covered thereby according to the established usages of the Port of New York. If the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latter or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignees and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the ship-owner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.

(e) If the property is being carried under a tariff which provides that any carrier or carriers party thereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.

(f) The term "water carriage" in this section shall not be construed as including lighterage in or across rivers, harbors or lakes when performed by or on behalf of carriers other than water.

Sec. 10 Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

(Uniform Bill of Lading, National Motor Freight Classification No 8, Effective Dec. 31, 1940)

6364
11-49

Form No. 52—Printed and Sold by UNZ & CO., 24 Beaver St., New York 9344

600

Customs Form 7609
TREASURY DEPARTMENT
T. D. 50788
April 1948

No. .....

UNITED STATES CUSTOMS SERVICE

VESSEL, VEHICLE, OR AIRCRAFT BOND (Term)

(To lade or unlade at night or on Sunday or a holiday, to land equipment for repairs, etc., to discharge on lighters or outside docks, to pay legal charges, penalties, etc., to land cargo in other districts or foreign ports, to secure the payment of overtime, and to produce documents.)

KNOW ALL MEN BY THESE PRESENTS That[1] .....,
of ....., as principal,
and[1] ....., of .....,
and ....., of .....,
as sureties, are held and firmly bound unto the UNITED STATES OF AMERICA in the sum of .....
..... dollars ($.....), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WITNESS our hands and seals this ..... day of ....., 19.....

WHEREAS, certain vehicles, vessels, or aircraft of the .....
(Line)
.....
.....
.....
are expected to arrive at the port(s) of[2] ..... during the period from ..... to the last day of ....., 19....., to report, enter and clear, and to discharge and take on cargo and passengers pursuant to the provisions of the Tariff Act of 1930, as amended, the regulations issued pursuant thereto, and other acts and regulations relating to the entry and clearance of vessels, vehicles, and aircraft;

WHEREAS, the above-bounden principal has requested or will request the assignment of customs officers or employees to overtime duty at night or on Sunday or a holiday pursuant to the provisions of the Tariff Act of 1930, as amended, the Act of February 13, 1911, as amended, or any other act, or acts, and regulations relating thereto, in effect at the time of such duty, on behalf of vessels, vehicles, or aircraft;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH That—

(1) If the above-bounden principal shall pay to the collector of customs of said port(s) promptly on demand such penalties as may be incurred by the vessels, vehicles, or aircraft, together with the sums chargeable under law and regulations for such services as may be performed for said vessels, vehicles, or aircraft by customs officers or employees, and shall promptly pay any duties, charges, exactions, penalties, or other sums found legally due the United States from any master or other proper officer or owner of said vessels, vehicles, or aircraft on account of said vessels, vehicles, or aircraft;

(2) And if the above-bounden principal shall exonerate and hold harmless the United States and its officers from or on account of any risk, loss, or expense of any kind or description which might occur or be occasioned by reason of the granting of any special license or permit to discharge or take on cargo, equipment, baggage, ballast, fuel, or other articles at night or on Sunday or a holiday, as well as from any loss or damage resulting from fraud or negligence on the part of any officer, agent, or other person employed by the above-bounden principal, by reason of the granting of any special license or permit;

(3) And if all fuel supplies, sea stores, vessel supplies, crew purchases, ships' stores, and equipment shall not be unladen from the vessels or aircraft of the above-bounden principal nor removed from the place of unlading except under customs supervision, and if any such merchandise so unladen and permitted to be removed from the place of unlading without entry therefor having been made is returned into customs custody and reladen, under customs supervision, on the vessels or aircraft from which unladen, or in the event of failure to comply with the foregoing provisions, the above-bounden principal shall pay the duties, taxes, charges, and exactions accruing on the merchandise with respect to which there has been a default (it being understood and agreed that the amount to be collected shall be based upon the quantity and value of such merchandise as determined by the collector of customs, and that the decision of the collector as to the status of such merchandise, whether free or dutiable, together with the rate and amount of duties, taxes, charges, and exactions, also shall be binding on all parties to this obligation).

[1] If the principal or surety is a corporation, the name of the State in which incorporated also shall be shown.
[2] When bond is used as blanket bond list on inside page ports to be covered.

16—61660-8

See page 116 for discussion.

(4) And if pursuant to proper permit by the collector of customs the above-bounden principal shall land, place, or store any merchandise or baggage (hereinafter called merchandise) on lighters, piers, landing places, or spaces adjoining thereto, or such other places within the limits of the port permitted by the collector on special request made by the principal hereon, and shall retain such merchandise at such places until a permit for the removal thereof is granted, and, in the event that any such merchandise shall be removed therefrom before proper permits have been issued, shall pay all duties, taxes, charges, and exactions accruing on any part of the merchandise so removed; or, in the event the merchandise so removed is free of duty, shall pay as liquidated damages an amount equal to the value of such merchandise, the damages on any one shipment not to exceed $500 (it being understood and agreed that the amount to be collected in either case shall be based upon the quantity and value of such merchandise as determined by the collector of customs, and that the decision of the collector as to the status of such merchandise, whether free or dutiable, together with the rate and amount of duties, taxes, charges, and exactions also shall be binding on all parties to this obligation);

(5) And if all merchandise shown on the manifest of any of said vessels or aircraft to be destined for other United States customs ports or for foreign ports is landed at the destination stated and proof thereof is furnished the said collector in the form and within the time required by law and regulations, or any lawful extension thereof, or, if in the event such proof cannot be produced because of casualty or other cause, evidence satisfactory to the collector is furnished showing that the merchandise destined for foreign ports has not been landed in the United States, or if so landed that entry thereof has been first made, or in the case of merchandise destined for other United States customs ports, if evidence is furnished showing that for unavoidable causes the merchandise has been landed at a port other than that stated in the manifest and there properly entered, or that such merchandise has been lost or destroyed in transit, or in default of the foregoing if the obligors shall pay all duties, taxes, charges, and exactions which may be found legally due thereon; or in the event the merchandise is free of duty, if said obligors shall pay as liquidated damages an amount equal to the value of such merchandise as may be determined by the collector as indicated in the preceding condition of this obligation, the damages not to exceed $500;

(6) And if the above-bounden principal shall deliver to the collector of customs at the port(s) of exportation not later than the fourth day after clearance of said vessels or aircraft a complete outward manifest of all cargo on board said vessels or aircraft, and complete shippers' export declarations, in the form required by law and regulations; and for failure to file the complete outward manifest and the complete shippers' export declarations in the form and within the time prescribed, as aforesaid, shall pay to the collector of customs a penalty of fifty dollars ($50) for each day's delinquency beyond the period of 4 days for each incomplete outward manifest and a penalty of fifty dollars ($50) for each day's delinquency beyond the 4-day period for all incomplete shippers' export declarations, and, if the complete outward manifest and the shippers' export declarations are not filed within 3 days following the 4-day period, shall pay to the collector of customs for each succeeding day of delinquency a penalty of one hundred dollars ($100) for each incomplete outward manifest and a penalty of one hundred dollars ($100) for all incomplete shippers' export declarations; and if all other documents required by law and regulations to be delivered to the collector of customs are delivered to the said collector in the form and manner and within the time required by law and regulations, or any lawful extension thereof;

Then this obligation shall be void; otherwise to remain in full force and effect.

Signed, sealed, and delivered in the presence of—

(Name)	(Address)		
(Name)	(Address)	(Principal)	[SEAL]
(Name)	(Address)		
(Name)	(Address)	(Surety)	[SEAL]
(Name)	(Address)		
(Name)	(Address)	(Surety)	[SEAL]

16—61550-1

SCHEDULE OF PORTS COVERED BY RELATED BOND

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ secretary of the corporation named as principal in the within bond; that _____, who signed the said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____ [CORPORATE SEAL]

NOTE.—To be used when no power of attorney has been filed with the collector of customs.

Customs Form 7569

District No. .....

Port of .....

....., 19....

Vessel, Vehicle, or Aircraft Bond (Term)

Respectfully referred to the Bureau of Customs for appropriate action

.....
Collector of Customs.

TREASURY DEPARTMENT
Bureau of Customs

....., 19....

Respectfully referred to the Bureau of Accounts (Section of Surety Bonds), for examination as to the within corporate surety.

.....
Chief, Drawback and Bonds

BUREAU OF ACCOUNTS

....., 19....

Examined and approved as to the within corporate surety.

.....
Commissioner

TREASURY DEPARTMENT
Bureau of Customs

....., 19....

Approved:
By direction of the Commissioner.

.....
Assistant Deputy Commissioner.

NOTE.—The above references are applicable only when the bond is approved by the Bureau for use at ports in more than one district.

U. S. GOVERNMENT PRINTING OFFICE 16—31558-1

[4]

INSTRUCTIONS

1. The surety on this bond may be one corporation authorized by the Secretary of the Treasury to act as surety, or two responsible individual sureties, unless the collector shall be satisfied that one is sufficient for the protection of the Government. Each individual surety shall justify in a sum not less than the amount of the bond and his sufficiency shall be shown by affidavit made on customs Form 3579. If one individual is accepted as surety, he shall qualify in a sum equal to twice the amount of the bond.

2. A firm, as such, shall not be accepted as a surety, nor a partner for copartners or for a firm of which he is a member. Stockholders of a corporate principal may be accepted as sureties provided their qualifications as such are independent of their stock holdings therein.

3. The name, including full Christian name, and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if executed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature. The signature of each individual party to the bond shall be witnessed by two persons, who shall sign their names as witnesses, followed by their addresses.

4. If the bond is given by persons composing a partnership, the execution of such bond by any member thereof, or by any person holding a power of attorney (which power, or a certified copy thereof, shall be filed with the collector) authorizing him to execute the bond on behalf of such partnership, will bind the other partners in like manner and to the same extent as if such other partners had personally joined in the execution. Partnership bonds shall be executed in the firm name, with the name of the member or attorney of the firm executing same appearing immediately below the firm signature. The names of all persons composing the partnership shall appear in the body of the bond, as, for example, "A, B, and C, composing the firm of A, B, and Co."

5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond; and the bond shall be executed in the corporate name, immediately followed by the signature of a person duly authorized to act in its behalf; and (except in cases to which Treasury Decision 34045 of January 5, 1914, is applicable) the bond shall be attested under the corporate seal. If the corporation has no corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

6. The official character and authority of the person or persons executing the bond for the principal, if a corporation, may be certified by the secretary or assistant secretary, according to the above form. This certificate need not be executed if a power of attorney has been filed with the collector evidencing the authority of the persons executing the bond on behalf of the principal.

7. A married woman shall not be accepted as surety. If an unmarried woman acts as surety, she shall include in her affidavit on customs Form 3579 a statement setting forth the fact that she is unmarried.

8 Bonds in which alterations and erasures occur shall have placed upon them a statement by an agent of the surety company, or by the individual sureties, thereon, that such alterations or erasures were made prior to the signing of the bond; or if such alterations or erasures were made after the bond was signed, the consent of all the parties thereto shall be written in the bond.

ORDER FOR CABLE TRANSFER

_____ _____ 19_____

THE NATIONAL CITY BANK OF NEW YORK.
55 WALL STREET,
NEW YORK N. Y

GENTLEMEN.

THE UNDERSIGNED HEREBY AGREE(S) TO PURCHASE FROM YOU THE AMOUNT AND KIND OF CURRENCY DESCRIBED BELOW AND TO PAY THEREFOR IN THE MANNER SET FORTH HEREUNDER, AT THE RATE INDICATED PLUS YOUR COMMISSION AND THE CABLE CHARGES

AMOUNT AND KIND OF CURRENCY_____ RATE_____ $_____

SUNDRY CHARGES OR COMMISSION _____

CABLE CHARGES _____

TOTAL $_____

PLEASE EFFECT A CABLE TRANSFER OF THE ABOVE AMOUNT AS INDICATED HEREUNDER IT IS AGREED THAT THE TRANSACTION WILL BE SUBJECT TO YOUR CONDITIONS AS SET FORTH ON THE REVERSE HEREOF

SPECIMEN

TRANSFER TO _____

STREET ADDRESS_____ CITY _____

COUNTY OR PROVINCE_____ COUNTRY _____

FOR ACCOUNT OF_____

OR

BY ORDER OF_____

IN PAYMENT OF THE SAID PURCHASE THE UNDERSIGNED SUBMITS HEREWITH ☐ CASH ☐ CHECK, OR HEREBY AUTHORIZES YOU TO ☐ CHARGE THE ACCOUNT OF THE UNDERSIGNED

TEST NO._____

TEST CHECKED FOR

BY	DATE

NAME OF PURCHASER_____

STREET ADDRESS_____

CITY AND STATE_____

RESERVED FOR BANK USE

PAYMENT EFFECTED THROUGH _____

CONVERSION

FIGURED BY_____ CHECKED BY_____

SPA 1110 LEG REV. 1-41
B C

See pages 131 and 266 for discussion.

OATH OF MASTER AS TO DELIVERY OF CARGO
(Section 34, Title 18, U. S. Code)

District of New York
Port of New York

I, _____, of the _____
(Flag)

_____, bound from the Port of
(Rig and name of vessel)

_____ to _____

do hereby certify that none of the cargo, bunkers, ship's stores, sea stores, supplies or equipment of the vessel is to be delivered to other vessels in port or to be transshipped on the high seas.

_____
Master or Commander

Subscribed and sworn to before me

this_____day of_____, 194___

_____
Designated to administer oaths.
(Sec. 486, Tariff Act, 1930.)

See pages 600 and 601 for discussion.

CERTIFICAT D'ORIGINE ET FACTURE CONSULAIRE

Certificate of Origin and Consular Invoice

French Large Form No. 12—Printed and Sold by Uns & Co., 21 Beaver Street, New York U 86000

Nous, soussignés .....*déclarons que les marchandises*
The undersigned, (Name and Address of Owner, Agent Shipper, etc.) declare that the

ci-après désignées, embarquées sur le S. S." ....." *à la date du*.....
following mentioned goods shipped on the on (date)

consignées à M.....*sont originaires*
consigned to (Name and Address of Consignee) are of United States of

des Etats-Unis de l'Amérique du Nord et vendues par des maisons établies dans les Etats-Unis de l'Amérique du Nord et
North America origin and sold by firms established in the United States of North America and

que la vente a été effectivement conclue dans le pays d'origine. Nous certifions en outre sincère et véritable la présente facture.
that the sale was effectively concluded in the country of origin We moreover certify that the present invoice is true and correct

MARQUES ET NUMEROS Marks and Numbers	NOMBRE DE PAQUETS ou COLIS ou CAISSES Number of Packages Boxes or Cases	POIDS Weight		DESCRIPTION	VALEUR Value
		BRUT Gross	NET		
				TOTAL .	

Prêté serment devant moi, ce.....*jour*.....
Sworn to before me this day of

Fait à *le*.....
Dated at on the (date)

.....
(Signature)

See pages 139–140 and 384–385 for discussion.

FACTURA CONSULAR Y

CONSULAR INVOICE AND

CONSULADO DE LA REPUBLICA ARGENTINA EN
CONSULATE OF THE ARGENTINE REPUBLIC

Mercaderías a embarcarse en el Puerto de (2) .
Merchandise to be embarked at the port of

REPUBLICA ARGENTINA el (date) las que se destinan al Puerto de (2)
the *for the Port of*

BULTOS *PACKAGES*					ARTICULOS *Articles*		
MARCAS *Marks*	NUMERACION *Numbers*	CANTIDAD *Quantity*	CLASE *Class*	(1)	DESIGNACIÓN	*Description*	CANTIDAD EN PESO O MEDIDA SEGUN CONOCIMIENTO *Weight or Measurements in Bill of Lading*

(1) Reservado para uso oficial (2) Cuando esta factura se refiera a mercaderías que deban despacharse a la República Argentina por vía terrestre camión, etc., táchese "en el vapor" e indíquese el nombre de la empresa. (4) Si el embarque se efectúa "a órdenes", menciónese esta circunstancia, después de deducir descuentos, bonificaciones, etc Si el flete se factura por separado o se agrega al final de la factura, háganse las anotaciones consignarse como país de origen el de producción cuando se trata de materias primas, el de manufactura, cuando se trata de productos elaborados territorio bajo mandato, etc y deberá mencionarse el origen con entera prescindencia de las condiciones políticas o de gobierno indicadas, en que el de cambio que el que rija en la fecha de esta factura (Artículo 23 del Reglamento) (9) Indíquese la numeración de la foja o fojas de las facturas

(1) Reserved for official use. (2) When this invoice refers to goods to be sent to the Argentine Republic by land or air route, strike out "port of" and is "to order," state this (5) If C I F value is quoted, leave this column blank and use the next. If otherwise, state net F O B value after deducting the back hereof (6) Only in cases where C I F value is quoted (7) Country of origin shall be considered that in which the raw material concerned is pendent nation, colony or possession, mandated territory, etc. The origin should be stated without any reference whatever to the political or government exchange ruling on the date of this invoice will be admitted. (Art. 23 of the Regulations). (9) State thenumber of the folio or folios of the commercial

Form No. 8 (Bond Paper or Form No. 81 Orden Rita)—Printed in U.S.A. and Sold by Unz & Co., 24 Beaver St., New York, N.Y. U.S.A. U.S.

[1]

See pages 139–140 and 384–385 for discussion.

CERTIFICADO DE ORIGEN

CERTIFICATE OF ORIGIN

NEW YORK, U.S.A.

NUMERO *Number* . . . . (1)

FOJA No. *Sheet No* . . . . . .

en el vapor *by the vessel* (3) . . . . . de bandera *flying the* . . . . . (*nationality*) a partir aproximadamente *flag, to leave about* . . . . .

y son consignadas a *consigned to* (4) . . . . . .

VALOR EN MONEDA EXTRANJERA SEGUN FACTURA COMERCIAL *Value in foreign currency according to commercial invoice*			PAIS DE ORIGEN *Country of Origin* (7)	FORMA EN QUE SE EFECTUARA EL PAGO *Form of Payment* (8)			FOLIO DE LA FACTURA COMERCIAL *Folio of commercial invoice* (9)
CLASE DE MONEDA *Currency*	VALOR TOTAL *Total Value* F O B (5)	VALOR TOTAL *Total Value* C I F (6)		CLASE DE MONEDA *Currency*	IMPORTE *Amount*	TIPO DE CAMBIO *Exchange Rate*	

o aérea, táchese "el Puerto de" e indíquese la estación o localidad. (3) Indíquese el nombre del vapor. Si la mercadería se transportara en avión, ferrocarril, (5) Si se hubiese cotizado valor C.I.F., déjese en blanco esta columna y utilícese la siguiente. En caso contrario, mencionese el valor F O B neto que resulte respectivas en el cuadro especial que figura al dorso de este documento (6) Exclusivamente para los casos en que se hubiese cotizado valor C I F (7) Debe Se tendrá en cuenta asimismo que debe entenderse por país de origen o de producción toda unidad geográfica, sea nación independiente, colonia o posesión; país se halle (8) Esta columna sólo deberá llenarse, cuando deba efectuarse el pago en una divisa distinta de la de factura No se admitirá otro tipo comerciales correspondientes a la factura Consular en que figure el artículo.

indicate the station or locality. (3) *State name of vessel If goods travel by plane, rail, truck, etc., strike out "by the vessel" and state name of carrier* (4) *If shipment discounts, bonuses, etc If freight is charged separately or added at the end of the invoice, make the corresponding annotations in the space provided for the purpose at produced or in which the goods referred to are manufactured Country of origin is understood to be any geographical unit, irrespective of whether this be an independent, conditions prevailing in the country* (8) *This column only to be used when payment is to be made in a different currency to that of the invoice. Only the rate of invoices corresponding to the consular invoice in which the article figures.*

PARA FLETE Y GASTOS (For Freight and Expenses)

Moneda En Que Se Factura El Flete *Currency in which freight is charged*		Moneda En Que Se Solicita El Cambio *Currency in which exchange will be asked for* (*)		Tipo De Cambio *Exchange Rate* (2)	Foja De La Factura *Folio of the Invoice*
Clase *Class*	Importe *Amount*	Clase *Class*	Importe *Amount*		

(1) Solo se llenarán estas columnas, cuando deba efectuarse el pago en una divisa distinta de la que consta en la cuenta de flete (2) Deverá tenerse en cuenta lo expresado en la nota (8) de la vuelta

(1) *These columns are to be used only when payments are to be made in a different currency to that stated in the freight account* (2) *See note* (8) *overleaf*

DECLARACION JURADA DEL EXPORTADOR O CARGADOR (Sworn Declaration of Exporter or Shipper)

EL CARGADOR / EXPORTADOR (3) . . . . . .

The Shipper / Exporter

domiciliado en *whose address is* . declara bajo juramento *declares on oath*

que los datos consignados en esta Factura Consular son exactos y verdaderos y que corresponden a las facturas comerciales originales que se acompañan a la presente, como partes integrantes de la misma Declara en igual forma que las firmas que suscriben las facturas commerciales son auténticas

that the data given in this Consular Invoice is correct and true and in accordance with the commercial invoices herewith appended as integral parts of the same, and further declares that the signatures on the commercial invoices are authentic.

Lugar *Place* . . . .

Fecha *Date*

(3) Táchese lo que no corresponda (3) *Delete what does not apply* . . Firma *Signature*

CERTIFICACION DE VALOR POR LAS CAMARAS DE COMERCIO U OTROS ORGANISMOS (4) (Certificate of Value by Chambers of Commerce or Other Bodies) (4)

Certificamos que los precios mencionados en la presente corresponden a las facturas originales adjuntas y están de acuerdo con los que rigen en el mercado, para la exportacion

We certify that the prices herein mentioned correspond to the original invoices appended and are in accordance with those ruling for the export market

Lugar y fecha
Place and date

SELLO
Seal

. . . .

Firma *Signature*

(4) No deberá utilizarse, sino en los casos previstos en el artículo 29 o cuando medie disposición expresa de la autoridad competente (Artículo 26 del Reglamento)

(4) *Not to be used except in the instances forseen in article 29, or when expressly required by the proper authority (Article 26 of the Regulations)*

CERTIFICACION DEL AGENTE CONSULAR (Certificate of the Consular Agent)

Este Consulado ha comprobado la identidad y el carácter que invocan los firmantes de este documento
This Consulate has verified the identity and character of the signatories hereto

El origen de la mercaderia ha sido comprobado por (5) FACTURA COMERCIAL JURADA
The origin of the merchandise has been confirmed by . . . . . .

PARA VALORES CONSULARES Y SELLO
For Consular Stamps and Seal

Percibido por arancel la suma de
Collected as per schedule the sum of . .

NO. DE ORDEN
. . . . . .

. . . . . .
Firma del funcionario Consular *Signature of the Consular official*

(5) Mencionar la prueba examinada . *Mention the proofs examined*

For Use In the Argentine Republic Only

DECLARACION JURADA DEI IMPORTADOR EN LA REPUBLICA ARGENTINA

El importador..... .... No . ... . (6) declara bajo juramento que los datos consignados en esta Factura Consular son reales y verdaderos, y que los precios mencionados son fiel reflejo de lo convenido con los vendedores, no habiendo sido alterados por convenios especiales.

Lugar y fecha:. . . ..

(6) El registrado en la Oficina de Control de Cambios. . ... (Firma)

DECLARACION DEL IMPORTADOR A FALTA DE CERTIFICACION CONSULAR

(Articulo 9 del Reglamento).

El importador arriba mencionado declara asimismo que no ha sido posible obtener la visación consular por (7). .. ..

.. . (Firma) . . . .. .

PARA VALORES CONSULARES Y SELLO

Visto por la $\frac{\text{Aduana}}{\text{Receptoría}}$ (8) de . . . .

Percibido por Arancel la suma de . .. .

. . ..

(7) Indicar claramente el motivo (8) Táchese lo que no corresponda. (Firma por la Aduana o Receptoría)

PARA USO EXCLUSIVO DE LAS ADUANAS. — DESCARGO POR DESPACHOS A PLAZA

Despacho No	Bultos		Importe En Moneda Extranjera			Certificacion
	Marcas	Números	Clase	Valor F O B	Valor C. I F	Lugar, Fecha Y Firma
	.	. .	.			. .
		. .	..	. .		. .. .
	.. ...	.. ..	...	.	.	.
. .....	. . .	. ...	. . .	.... ..	. ...	. .. . .
.. .	... ...	. . . ..	.... .	.. ....	. ...	. .
. . . .	....	... . ..	.. .	.. .	.. . .	.. .
	.. ....	.. .	... .	. ....		. .
. .	.. ..	. ...	.....	.... ..	. . .	. .. .
. .....	.....	....	.....	. . ...	.... . .	. .
. .....	.....	.....	.. ..	.. ...	.	. . .
.. ...	.....	.....	....	.....	.. ...	.. ..
.....	.....	.....	....	.....	.. ....	. . ..
.....	.....	.....	..... .	.....	. .....	.. . .
.....	....	.....	....	.. . .		. . . .

Effective
April 1, 1935

EIRE (IRELAND)
Certificate of Origin Form 132

Form No. 15—Printed and Sold by
UNZ & CO., Printers for Exporters
24 Beaver St., New York
U 7909

I.....*the exporter/a principal official in the firm of
(Name of individual) (*Delete words inapplicable)

.....the exporters* of the goods described in the accompanying

schedule, and consigned to.....
(Name and address of consignee)

....do solemnly and sincerely declare that the said goods are of United States of America origin.

MARKS AND NUMBERS	NUMBER OF PACKAGES AND/OR QUANTITY	DESCRIPTION OF GOODS

Declared before me at.....

on the.....day of.....19...

.....

To be sworn to before a notary or an official of a Chamber of Commerce

.....
(Individual Signature) (Official Designation or other Qualification)

.....
(Firm Name)

.....
(Address)

.....

See pages 139–140 and 384–385 for discussion.

CERTIFICADO DE ORIGEM DE MERCADORIAS

CERTIFICATE OF ORIGIN

JOSE LUIZ ARCHER

Consul Geral de Portugal
Consul General of Portugal

Certifico que me foi apresentado por
I hereby certify that it has been presented by OWNER AGENT ETC

residente nesta cidade, o duplicado de uma factura que fica arquivada neste Consulado, e pela qual se prova que as
residing in this city, the duplicate of a commercial invoice which has been filed with this Consulate, whereby it is shown that the

mercadorias abaixo descritas e que
merchandise described below which SHIPPER OR MANUFACTURER residente em *residing at* ADDRESS

vai expedir para
is going to ship to PORT OF DESTINATION á entrega de *consigned to* CONSIGNEE

são produzidas (ou manufacturadas) neste paiz a saber
is produced (or manufactured) in this country to wit

VOLUMES Pieces				DESCRIÇÃO DAS MERCADORIAS Description of the merchandise			
MARCAS Marks	NUMEROS Numbers	Quantidade Quantity	Qualidade Quality	Peso Bruto Gross Weight	ESPECIE Kind	Peso Liquido Net Weight	VALOR EM MOEDA DO PAÍZ Value in Dollars

Outrossim certifico que pelo referido
I also certify that by the said OWNER AGENT ETC

foi declarado que as mercadorias acima descritas vão ser transportadas directamente para
was declared that the merchandise above described is going to be shipped directly to PORT OF DESTINATION

pelo navio
by the ship NAME AND FLAG OF SHIP ou transportadas indirectamente, devendo os volumes ser desem-
or shipped indirectly, the merchandise to be unloaded from the

barcados do navio
ship SHIP no porto de
in the port of PORT OF TRANSHIPMENT segundo em outro navio
and carried by another ship

(ou pela linha ferrea de)
(*or by the railroad*) NAME OF SHIP OR RAILROAD para
to PORT OF DESTINATION

Em testemunho do que, e para servir onde convier, passo o presente, que o declarante assina comigo.
In witness whereof and to be used wherever required, I have issued this document which is signed by the declarant and me

Consulado Geral de Portugal em Nova York, 19 . .

DECLARANTE
Declarant

CONSUL GERAL
Consul General

Subscribed and sworn to before me this . . .

No. de receita . . .
No da tabela . . .68
Escudos . . . . . .
Dolares . . . . . .

MODELO No 61 ARTIGO 313 No 49

Form No. 57
Printed and Sold by
UNIZ & CO.
24 Beaver St., New York, U. S. A.
9093

See pages 139–140 and 384–385 for discussion.

T. J. STEVENSON & CO., Inc.,

NEW YORK, N. Y.

BALTIMORE FORM "C"
GRAIN CHARTER.

NEW YORK.

It is this day mutually Agreed, BETWEEN.....

.....owners of the .....Steamship .....

of....., built....., at....., of. .....net tons register,

or thereabouts, and guaranteed..... Qrs. of 480 lbs. of Heavy Grain 10 per cent. more or less capacity, classed .....

in.....now .....

and....., Charterers.

That the said Steamship being tight, staunch and strong, and in every way fitted for the voyage, with liberty to take outward cargo to .....

for owners' benefit, shall with all convenient speed sail and proceed to. .....

.....

and there load, always afloat, from said Charterers, or their agents, a full and complete cargo subject to limits above guaranteed of WHEAT, and INDIAN CORN, and RYE.
or

or

Orders as to loading port to be given within 24 hours after receipt of notice of arrival at port or call in the United States, if in ballast; or before 12 o'clock noon on the day of completion of discharge at a port in the United States, if with cargo, except on Saturdays, when orders shall be given before 11 o'clock A. M. If not discharged on the day on which demand for loading port is made, vessel to ask again for orders. Vessel to load under inspection of Underwriters' Agents, at her expense and to comply with their rules, not exceeding what she can reasonably stow and carry over and above her Cabin, Tackle, Apparel, Provisions, Fuel and Furniture, and being so loaded shall therewith proceed to ANTWERP, AMSTERDAM, ROTTERDAM, LIVERPOOL, GLASGOW, BELFAST, DUBLIN, HULL, NEWCASTLE, LEITH, PLYMOUTH, SOUTHAMPTON, LONDON (excluding Tilbury Docks) or AVONMOUTH (if ordered to Avonmouth vessel to discharge in accordance with the rules of the Bristol Channel & West of England Corn Trade Association),

one Port only, as ordered on signing Bills of Lading, and deliver the same, agreeable to Bills of Lading, on being paid freight, in British Sterling or its equivalent, as follows: (but free of extra freight in Bills of Lading if ordered to London).

[1]

all English weights delivered.

Captain to call at Charterers' or their Agents' Office, as requested, and sign Bills of Lading, as presented, without prejudice to this Charter Party, any deficiency to be paid at Port of loading in cash, less insurance, and any surplus over and above estimated freight to be settled there before the Vessel clears at the Custom House, by Captain's draft, in charterers' favor, upon Consignee, payable five days after arrival at Port of Discharge.

Stevedore employed by vessel to be approved by Charterers.

Steamer to be loaded according to berth terms, with customary berth despatch, and if detained longer than five days, Sundays and holidays excepted, Charterers to pay demurrage at the rate of four pence (4d.) British Sterling or its equivalent per net register ton per day, or pro rata, payable day by day, provided such detention shall occur by default of Charterers or their agents.

Notification of the Vessel's readiness must be delivered at the office of the Charterers or their agents, at or before 4 P. M. (or at or before 12 M., noon, if on Saturday) Vessel also having been entered at the Custom House, accompanied by pass of the inspector of Vessel's readiness in all compartments, and the lay days will then commence at 7 A. M. on the next business day.

Time for loading, if required by Charterers, not to commence before the ..... day of .....19.....

Should the Steamer not be passed by board of Underwriters' surveyor as ready for cargo at her Loading Port before 12 o'clock noon on the ..... day of .....19 ....., followed by the presentation of said Surveyor's pass to the Charterers or their agents at their office before said hour, the Charterers or their agents shall at said hour and at any time after not later than the presentation of the Surveyor's pass at said office, have the option of cancelling this Charter Party.

It is also mutually agreed that this contract shall be completed and be superseded by the signing of Bills of Lading on the same form as in use by regular line steamers from loading port to port of destination; or, if port of destination be one to which there is no regular line of steamers from loading port, this contract shall be superseded by the signing of Bills of Lading in the form customary for such voyages for grain cargoes, which Bills of Lading shall however contain the following clauses:—

1. "It is also mutually agreed that the Carrier shall not be liable for loss or damage occasioned by causes beyond his control, by the perils of the seas or "other waters, by fire from any cause or wheresoever occurring, by barratry of the master or crew, by enemies, pirates or robbers, by arrest and restraint of "Princes, rulers or people, by explosion, bursting of boilers, breakage of shafts or any latent defect in hull, machinery or appurtenances, by collisions, stranding "or other accidents of navigation of whatsoever kind (even when occasioned by the negligence, default or error in judgment of the pilot, master, mariners or "other servants of the ship owner, not resulting, however, in any case, from want of due diligence by the owners of the ship or any of them, or by the Ship's "Husband or Manager)"

2. "General Average shall be payable according to York/Antwerp Rules. Average Bond with values declared therein to be signed, also "sufficient security to be given as required by master or agents. If the owner shall have exercised due diligence to make the steamer in all respects seaworthy "and to have her properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster, resulting from faults or errors in navi-"gation, or in the management of the steamer, or from any latent defect in the steamer, her machinery or appurtenances, or from unseaworthiness, whether "existing at the time of shipment or at the beginning of the voyage (provided the latent defect or the unseaworthiness was not discoverable by the exercise of "due diligence), the consignees or owners of the cargo shall, nevertheless, pay salvage, and any special charges incurred in respect of the cargo, and shall contri-"bute with the shipowner in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred for "the common benefit, or to relieve the adventure from any common peril, all with the same force and effect, and to the same extent as if such danger, damage "or disaster had not resulted from, or been occasioned by, faults or errors in navigation or in the management of the vessel, or any latent defect or unsea-"worthiness.

3. "It is also mutually agreed that this contract is subject to all the terms and provisions of, and all the exemptions from liability contained in the Act of "Congress of the United States, approved on the 13th day of February, 1893, and entitled, 'An Act Relating to Navigation of Vessels, etc.'"

4. "Cargo to be received at destination as fast as vessel can deliver during ordinary working hours, any custom of the port to the contrary notwithstanding; "but receivers of the cargo are in no case obliged to take delivery at night without their consent, and in any event the steamer must bear all extra expenses in-"curred by working at night." This clause to be expressly stipulated in all Bills of Lading, except those for Bristol Channel ports.

5. "In the event of steamer being ordered to discharge in Scandinavia, The Sound, Baltic or Gulf of Finland, or, if ordered inside Gibraltar, Steamer to have "the privilege of coaling en route."

6. "Vessel to have a lien on the Cargo for all freight, dead freight, demurrage or average."

Charterers' liability under this Charter to cease on cargo being shipped.

The said Charterers, or their agents, are to have the privilege of transferring this Charter to others (guaranteeing to the shipowners the due fulfillment of this Charter).

Cash for Vessel's ordinary disbursements at Port of Loading to be advanced by Charterers, if required by Master, at current rate of exchange, subject to insurance and two and a half per cent. commission.

A commission of [redacted] including the customary freight brokerage, is due and payable on steamer being loaded on freight, dead freight and demurrage, Vessel lost or not lost, whose agents at Port of Loading are to attend to ship's business on customary terms. 2½ to T. J. STEVENSON & CO., Inc.,

Form 156 — Uns & Co., New York 88484

T. J. STEVENSON & CO., Inc.,
NEW YORK, N. Y.

GROSS CHARTER
GENERAL FORM

NEW YORK,.....

It is this day Mutually Agreed, *BETWEEN*.....

Owners of the..... Steamship or Motorship.....

of....., Built ... at..... , of..... Tons Net Register, Classed.....

at..... now.....

and ..... of ..... Charterers

1 That the said Steamship being tight, staunch and strong, and in every way fitted for the voyage, with liberty to take outward cargo for Owner's benefit, shall with all convenient speed sail and proceed to.....

.....

or so near thereto as she may safely get and be always safely afloat, and there load a full and complete cargo of.....

.....

not exceeding what she can reasonably stow and carry over and above her cabin, tackle, apparel provisions, fuel and furniture (Owners supplying all mats, including separation and wood for dunnage), which the Charterers bind themselves to ship, and being so loaded the Steamer shall proceed to.....

.....

or so near thereunto as she may safely get, and there, always safely afloat, deliver the cargo as customary at such wharfs, docks or other safe places as Charterers' Agents may direct on arrival, in accordance with Bill of Lading, in consideration whereof Charterers shall pay the Vessel Freight on delivered in/as quantity as follows .....

.....

2 It is also mutually agreed that the Carrier shall not be liable for loss or damage occasioned by causes beyond his control, by the perils of the seas or other waters, by fire from any cause or wheresoever occurring, by barratry of the Master or crew, by enemies, pirates or robbers, by arrest and restraint of Princes, Rulers or People, by explosion, bursting of boilers, breakage of shafts or any latent defect in hull, machinery or appurtenances, by collisions, stranding or other accidents of navigation of whatsoever kind (even when occasioned by negligence, default or error in judgment of the pilot, Master, mariners or other servants of the Ship Owner, not resulting, however, in any case from want of due diligence by the Owners of the Ship or any of them, or by the Ship's Husband or Manager)

General Average shall be payable according to York/Antwerp Rules, 1924 Average Bond with values declared therein to be signed, also sufficient security to be given as required by Master or Agents "In the event of accident danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever whether due to negligence or not, for which, or for the consequence of which, the shipowner is not responsible, by statute or contract or otherwise, the shippers, consignees or owners of the cargo shall contribute with the shipowner in general average to the payment of any sacrifices losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the cargo"

It is also mutually agreed that this Contract is subject to all the terms and provisions of, and all the exemptions from liability contained in, the Act of Congress of the United States, approved on the 13th day of February, 1893, and entitled, "An Act Relating to Navigation of Vessels, etc"

3 The Steamer has liberty to call at any port in any order, to sail without pilots, to tow and assist vessels in all situations, and to deviate for the purpose of saving life and property Should the Vessel put into a port of distress, or be under Average, she is to be consigned to Owners, or their Agent or Agents, and in case a General Average statement be required, the same is to be adjusted at New York by adjusters to be appointed by the owners, who are to attend to the settlement and collection of the Average, subject to customary charges

4 Freight to be paid in cash without discount in United States Currency or its equivalent at highest current rate of exchange less any advances made to the Steamer at port of loading The Freight is in full of all trimming, stevedoring charges, wharfages, all port charges, towages, pilotages and consulages, etc, ordinarily paid by the Steamer under gross form of charter Cash for Vessel's ordinary disbursements at port of loading to be advanced by Charterers, if required by Master, at current rate of exchange, subject to 2½% commission, and such advances not to exceed Twenty-five Per Cent (25%) of estimated amount of Freight, Charterers not to be responsible for application of funds advanced

5 Cargo to be brought alongside in such a manner as to enable Steamer to take the cargo with her own tackle and load full cargo at the average rate of ..... per working day, weather permitting, Sundays & Holidays excepted. Steamer to load at such wharves, docks or places as designated by the Charterers

Time to commence at 8 A M on the working day following day Master has tendered Vessel's notice of readiness in writing to load to the Charterers or their Agents, in business hours

The notice to be given to the Shippers, Messrs .....

6 Cargo to be received by merchants at their risk and expense alongside the Steamer or as customary, and to be discharged at the average rate of..... per working day, weather permitting, Sundays & Holidays excepted

Time for discharging to commence at 8 A M on the working day following day Master has tendered Vessel's notice of readiness in writing to discharge to the Charterers or their Agents, in business hours

Steamer to discharge at such wharves or places as designated by the Charterers or their Agents, or the receivers, Charterers having the privilege of discharging at two berths

Time used in shifting not to count as laydays and all expenses in connection with shifting berths shall be paid by the Steamer

7 Lighterage (if any) to be at risk and expense of cargo

8 If longer detained than herein provided, Charterers to pay demurrage at the rate of ..... per net register ton per day or pro rata for part of a day, payable day by day at ports of loading and discharging

9. Charterers' liability under this Charter to cease on cargo being shipped and Prepaid Freight, Dead-freight and Demurrage in loading (if any) paid The Vessel to have a lien thereon for all Freight, Dead freight, Demurrage or Average

The said Charterers, or their Agents, are to have the privilege of transferring this Charter or sublet whole or part hereof to others (guaranteeing to the Ship Owner the due fulfillment of this Charter)

Freight, as per Bills of Lading, to be taken without deduction in payment of this Charter, any deficiency to be paid at port of loading in cash, less insurance, and any surplus over and above estimated Charter to be settled there before the Vessel clears at the Custom House, by Captain's draft, in Charterers' favor, upon Consignee, payable five days after arrival at port of discharge

10 Captain to call at Charterers' office, as requested, and sign Bills of Lading, as presented, without prejudice to this Charter Party

11. If the cargo cannot be delivered, loaded or discharged by reason of a strike or lockout of any class of workmen or stoppage of labour or lighters, or anything beyond the control of the Charterers or receivers essential to the delivery, loading or discharging of the cargo, the days for loading and discharging shall not count during the continuance of such strike, stoppage or lockout A strike of the receiver's men only shall not exonerate him from any Demurrage for which he may be liable under this Charter if by the use of reasonable diligence he could have obtained other suitable labour or lighters

12 Laydays for loading not to commence and Steamer not to tender before ..... except with the consent of the Charterers or their Agents, and if the Vessel is not ready to load by 2 P M on ..... Charterers shall have the option of cancelling or maintaining this Charter, their decision to be given at once if the Vessel be then at loading port but if the Vessel has not then arrived, their decision need not be given until 24 hours after arrival

13. At loading port(s) Steamer to employ..... as Agents, Steamer paying current agency fee(s) At discharge port(s) Steamer to employ..... as Agents, Steamer paying current agency fee(s)

Stevedores to be employed at port(s) of loading and port(s) of discharge to be appointed by the Charterers, Vessel paying current rate

14. Vessel has the liberty of bunkering before and/or after loading and enroute

15 Wharfage on cargo (if any) at both loading and discharging ports to be for account of the cargo

16. Penalty for non-performance of this Charter Party proved damages, not exceeding estimated amount of Freight.

17. A Commission of.....Per Cent. upon the gross amount of Freight, Dead-freight and Demurrage is due by the Vessel and Owners, upon shipment of cargo, Steamer and/or cargo lost or not lost.

T. J. STEVENSON & CO., Inc.,

IN WITNESS WHEREOF, we have hereunto set our hands, the day and year first above written.

See page 150 for discussion.

NET CHARTER
FORM C

T. J. STEVENSON & Co. Inc

NEW YORK, N.Y.

NEW YORK, ... 19 ...

It is this day mutually agreed between ... Owners of the Steamship ... of ... tons net register, British Measurement, classed ... , now ... and ... , Charterers, as follows:

1.—That the said steamship being tight, staunch and strong, and in every way fitted for the voyage (and according to Builders' scale and plan, which Owners believe to be correct but do not guarantee able to carry ... tons (2240 lbs) of wheat or maize, in addition to necessary bunker coal, and having ... cubic feet, grain space, available for such cargo, shall proceed to ... for orders, the same to be given at once by Charterers on receipt of the Captain's telegram advising vessel's arrival there, to load at ... according to custom of port, a full and complete cargo of wheat and/or maize, and/or other lawful merchandise, including deckload at shipper's risk, which Charterers bind themselves to furnish, and being so loaded shall therewith proceed, as ordered when signing Bills of Lading, to a safe port in the United Kingdom or Continent, between Bordeaux and Hamburg, both inclusive (Rouen excluded) ... or so near thereunto as she may safely get, and there, always afloat, deliver the cargo as customary, at such wharf dock or other safe place as Charterers' Agents may direct on arrival, in accordance with Bills of Lading, in consideration whereof Charterers shall pay the vessel freight as follows: ...

2.—Charterers agree to load the vessel to full draft allowed by Underwriters' Surveyors, failing which they are to pay dead-freight for the number or tons, short-shipped, as shown by the excess buoyancy

3.—Steamer to have liberty to sail with or without pilots, and to tow and assist vessels in all situations, also to coal at Norfolk or Newport News, in which case Charterers or their Agents have the option of giving orders there said orders to be given within 12 hours of arrival, or lay days to count, and for purposes of freight to be considered as given on signing Bills of Lading Captain to give written notice before signing Bills of Lading whether he calls for coal or not, and at which coaling station Steamer to have liberty to coal at a port in the United Kingdom or Copenhagen, if ordered to Denmark, Sweden or the Baltic, or at Gibraltar, if ordered to the Mediterranean or Adriatic. If ordered to Denmark, orders for the second port, if used, to be given on signing Bills of Lading, or after arrival at the first port, at Charterers' option

4.—Should the Steamer be ordered to discharge at a port on the Continent excepting Rouen, where there is not sufficient water, under normal conditions, for the Steamer to enter first tide after arrival, and to be always afloat lay days are to count from 24 hours after notice of arrival at nearest safe customary anchorage and any lighterage incurred to reach the port of discharge is to be at the expense and risk of the Receiver of the cargo, any custom of the port to the contrary, notwithstanding.

5.—Should the Steamer be ordered to a port of discharge in the Sound, Sweden Denmark, or the Baltic, inaccessible by reason of ice on the Steamer's arrival, the Master shall have the option of waiting until the port is again open, or of proceeding to the nearest safe open port or roadstead (telegraphing his arrival there to Charterers), where he shall receive fresh orders for an open and accessible port of discharge, within said Countries or in the United Kingdom or Continent, as above, within 24 hours of arrival, or lay days to count If so ordered, the Steamer, shall receive the same freight as if she had discharged at the port to which she was originally ordered

6.—Freight payable per ton of 2240 lbs, delivered, on right delivery of cargo, in cash, if at a port in the United Kingdom, or at current rate of exchange for Banker's short sight bills on London if in any other country

7.—Charterers to have the privilege of designating wharves, or other safe places for loading or discharging The cargo to be brought to and taken from alongside the Steamer, at Merchant's risk and expense Steamer to supply steam and winchmen to drive winches, and to give use of necessary gear, also to load or discharge at night, on Sundays or holidays or on day when notice is given if required by Charterers, such time not counting, they paying all extra expenses and labor incurred including overtime of winchmen

8.—Cash for Captain's ordinary disbursements at port of loading to be advanced if required, Steamer paying two-and-a-half per cent. commission and cost of insurance thereon, the amount of advance to be covered by Captain's draft, payable three days after ship's arrival at port of discharge out of freight and on which the draft shall form a lien.

9.—Charterers are to load, stow, and trim the cargo at their own expense, under the direction of the Master, but they shall not be responsible for improper stowage Charterers to pay all port charges incidental to the outward cargo at loading port or ports including elevating, stevedore, wharfage and tarpaulins and to provide and fill sacks required to secure bulk grain also dunnage mats if required, and to provide an Agent for Custom House business, but Owners to pay all port and other charges at loading port until steamer arrives at loading berth

10.—Charterers' Agents to pay cost of discharging cargo, pilotage, and all port charges incidental to their cargo at the discharging port or ports to which Steamer may be ordered, and to provide an Agent for the Custom House business, free of commission If Owners employ tally clerks for receiving or delivering cargo, Charterers' tally clerks to have the preference at equal rates

11.—Charterers to have use of any dunnage or mats, etc, as may be aboard

12.—The Steamer shall be consigned to Charterers' Agents at ports of loading and discharge, and shall employ their Broker to attend to the Ship's business, free of commission

13.—The Captain shall sign Bills of Lading or Master's Receipts as and when presented, without prejudice or reference to this Charter-party, and any difference between the amount of freight by the Bills of Lading and this Charter-party, to be settled at port of loading before sailing, as customary

14.—Lay days at port or ports of loading are not to count before the ... next, unless with Charterers' written consent, and to commence on the day following receipt by Charterers' Agents of Captain's written notice of readiness, accompanied by Surveyor's Certificate Should the Steamer not be ready to load on or before noon of the ... next, Charterers have the option of cancelling this Charter-party

Lay days at port or ports of discharge to commence on the day following receipt by Charterers' Agents of Captain's written notice of readiness

15.—If the Steamer be not sooner dispatched, ... running days (Sundays and holidays excepted) shall be allowed the Charterers for loading and discharging Should the cargo not be delivered to Vessel at loading ports and/or discharged at port or ports of destination within the specified time, for each and every day over and above said laydays, Charterers are to pay, day by day, the sum of ... per day demurrage, any detention through Quarantine to Vessel or cargo not to count in lay days If sooner dispatched, steamer to pay ... for each day saved

16.—The clauses herein regarding payment of port charges stevedores, etc at ports of loading and discharge refer only to such charges as are ordinarily incurred, any extra expenses caused by the steamer being under average are to be adjusted in the usual way All spaces to be placed at Charterers disposal, which would be used for cargo, if loading for Owner's account, and where cargo has been carried before

17.—If the cargo cannot be delivered loaded or discharged by reason of a strike or lock-out of any class of workmen, or stoppage of labor or lighters, or anything beyond the control of the Charterers or Receivers essential to the delivery loading or discharging of the cargo, the days for loading and discharging shall not count during the continuance of such strike, stoppage or lock-out A strike of the Receiver's men only shall not exonerate him from any demurrage for which he may be liable under this Charter if by the use of reasonable diligence he could have obtained other suitable labor or lighters

18.—If the Nation under whose flag the Vessel sails be at war, whereby her free navigation is endangered, thereby causing extra or prohibitory insurance on the cargo the Charterers shall have the privilege of cancelling this Charter-party at the last outward port of sailing, or at any subsequent period when the difficulty may arise previous to cargo being shipped Charterers or stevedores shall not be responsible for any damage occurring while loading or discharging cargo by reason of any defect in Vessel's machinery or tackle, nor for neglect on the part of Vessel's Officers or Crew

19.—The act of God, perils of the sea fire on board in hulk or craft, or on shore barratry of the Master and Crew enemies pirates and thieves arrests and restraints of princes, rulers and people, collisions, stranding, and other accidents of navigation excepted, even when occasioned by negligence, default or error in judgment of the Pilot, Master, Mariners, or other servants of the Shipowners Not answerable for any loss or damage arising from explosion, bursting of boilers breakage of shafts or any latent defect in the machinery or hull not resulting from want of due diligence by the Owners of the Ship, or any of them, or by the Ship's Husband or Manager General average shall be adjusted according to York-Antwerp Rules, 1924

It is also mutually agreed that this shipment is subject to all the terms and provisions of and all the exemptions from liability contained in the Act of Congress of the United States, approved on the 13th day of February, 1893, and entitled, "An Act relating to Navigation of Vessels," &c, and Bills of Lading are to be signed in conformity with said Act.

20.—Charterers' liability to cease, except for expenses under clauses 9 and 10, when the cargo is shipped and prepaid freight and dead-freight (if any) paid, the Owners or Master of the Steamer having an absolute lien upon the cargo for the recovery and payment of all freight, dead-freight and demurrage

21.—If any dispute arises, the same to be settled by two Referees one appointed by the Captain and one by Charterers or their Agents, and if necessary, the Arbitrators to appoint an Umpire The decision of the Arbitrators or Umpire, as the case may be shall be final, and any party attempting to revoke this submission to arbitration without leave of a court, shall be liable to pay to the other, or others, as liquidated damages, the estimated amount of chartered freight.

22.—Owners shall furnish Charterers with a copy of Vessel's scale and plan showing cubic capacities of all holds and spaces upon signing of this Charter-party

23.—Owners or Master shall cable ... Vessel's departure from last port to enter upon this Charter, and they shall telegraph likewise at once, if any accident happens to the Vessel while under this Contract.

24.—The Brokerage of ... per cent on the gross amount of freight, dead-freight and demurrage due under this Charter-party, Steamer lost or not lost, shall be paid by Owners to [redacted] T.J. Stevenson & Co., Inc.

25.—Penalty for non-performance of this agreement to be proven damages, not exceeding estimated amount of freight.

See pages 150–151 for discussion.

Time Charter

GOVERNMENT FORM

Approved by the New York Produce Exchange

November 6th, 1913—Amended October 20th, 1921; August 6th, 1931; October 3rd, 1946

This Charter Party made and concluded in the City of New York, the.....day of.....19.....

Between.....

Owners of the good.....{Steamship / Motorship}.....of.....

of..... ..... tons gross register, and .... tons net register, having engines of..... ..... indicated horse power and with hull, machinery and equipment in a thoroughly efficient state, and classed .....

at..... ..... of about ..... cubic feet bale capacity, and about..... tons of 2240 lbs. deadweight capacity (cargo and bunkers, including fresh water and stores not exceeding one and one-half percent of ship's deadweight capacity, allowing a minimum of fifty tons) on a draft of.. .....feet. ... inches on .....Summer freeboard, inclusive of permanent bunkers, which are of the capacity of about ..... tons of fuel, and capable of steaming, fully laden, under good weather conditions about.. .....knots on a consumption of about ...tons of best Welsh coal—best grade fuel oil—best grade Diesel oil, now.....

.....and.. ... Charterers of the City of. ...

Witnesseth, That the said Owners agree to let, and the said Charterers agree to hire the said vessel, from the time of delivery, for about..... within below mentioned trading limits. Charterers to have liberty to sublet the vessel for all or any part of the time covered by this Charter, but Charterers remaining responsible for the fulfillment of this Charter Party.

Vessel to be placed at the disposal of the Charterers, at.....

in such dock or at such wharf or place (where she may safely lie, always afloat, at all times of tide, except as otherwise provided in clause No. 6), as the Charterers may direct. If such dock, wharf or place be not available time to count as provided for in clause No. 5. Vessel on her delivery to be ready to receive cargo with clean-swept holds and tight, staunch, strong and in every way fitted for the service, having water ballast, winches and donkey boiler with sufficient steam power, or if not equipped with donkey boiler, then other power sufficient to run all the winches at one and the same time (and with full complement of officers, seamen, engineers and firemen for a vessel of her tonnage), to be employed, in carrying lawful merchandise, including petroleum or its products, in proper containers, excluding ..... (vessel is not to be employed in the carriage of Live Stock, but Charterers are to have the privilege of shipping a small number on deck at their risk, all necessary fittings and other requirements to be for account of Charterers), in such lawful trades, between safe port and/or ports in British North America, and/or United States of America, and/or West Indies, and/or Central America, and/or Caribbean Sea, and/or Gulf of Mexico, and/or Mexico, and/or South America ..... and/or Europe, and/or Africa, and/or Asia, and/or Australia, and/or Tasmania, and/or New Zealand, but excluding Magdalena River, River St Lawrence between October 31st and May 15th, Hudson Bay and all unsafe ports, also excluding, when out of season, White Sea, Black Sea and the Baltic,

.....

.....

.....

as the Charterers or their Agents shall direct, on the following conditions:

1. That the Owners shall provide and pay for all provisions, wages and consular shipping and discharging fees of the Crew; shall pay for the insurance of the vessel, also for all the cabin, deck, engine-room and other necessary stores, including boiler water and maintain her class and keep the vessel in a thoroughly efficient state in hull, machinery and equipment for and during the service.

2. That the Charterers shall provide and pay for all the fuel except as otherwise agreed, Port Charges, Pilotages, Agencies, Commissions, Consular Charges (except those pertaining to the Crew), and all other usual expenses except those before stated, but when the vessel puts into a port for causes for which vessel is responsible, then all such charges incurred shall be paid by the Owners. Fumigations ordered because of illness of the crew to be for Owners account. Fumigations ordered because of cargoes carried or ports visited while vessel is employed under this charter to be for Charterers account. All other fumigations to be for Charterers account after vessel has been on charter for a continuous period of six months or more.

Charterers are to provide necessary dunnage and shifting boards, also any extra fittings requisite for a special trade or unusual cargo, but Owners to allow them the use of any dunnage and shifting boards already aboard vessel. Charterers to have the privilege of using shifting boards for dunnage, they making good any damage thereto.

3. That the Charterers, at the port of delivery, and the Owners, at the port of re-delivery, shall take over and pay for all fuel remaining on board the vessel at the current prices in the respective ports, the vessel to be delivered with not less than. ... tons and not more than ..... tons and to be re-delivered with not less than . tons and not more than . .. .tons

4. That the Charterers shall pay for the use and hire of the said Vessel at the rate of ....United States Currency per ton on vessel's total deadweight carrying capacity, including bunkers and stores, on..... summer freeboard, per Calendar Month, commencing on and from the day of her delivery, as aforesaid, and at and after the same rate for any part of a month; hire to continue until the hour of the day of her re-delivery in like good order and condition, ordinary wear and tear excepted, to the Owners (unless lost) at. ..... unless otherwise mutually agreed. Charterers are to give Owners not less than. . . . . days notice of vessels expected date of re-delivery, and probable port.

5. Payment of said hire to be made in New York in cash in United States Currency, semi-monthly in advance, and for the last half month or part of same the approximate amount of hire, and should same not cover the actual time, hire is to be paid for the balance day by day, as it becomes due, if so required by Owners, unless bank guarantee or deposit is made by the Charterers, otherwise failing the punctual and regular payment of the hire, or bank guarantee, or on any breach of this Charter Party, the Owners shall be at liberty to withdraw the vessel from the service of the Charterers, without prejudice to any claim they (the Owners) may otherwise have on the Charterers. Time to count from 7 a.m. on the working day following that on which written notice of readiness has been given to Charterers or their Agents before 4 p.m., but if required by Charterers, they to have the privilege of using vessel at once, such time used to count as hire.

Cash for vessel's ordinary disbursements at any port may be advanced as required by the Captain, by the Charterers or their Agents, subject to 2½% commission and such advances shall be deducted from the hire. The Charterers, however, shall in no way be responsible for the application of such advances.

6. That the cargo or cargoes be laden and/or discharged in any dock or at any wharf or place that Charterers or their Agents may direct, provided the vessel can safely lie always afloat at any time of tide, except at such places where it is customary for similar size vessels to safely lie aground.

7. That the whole reach of the Vessel's Hold, Decks, and usual places of loading (not more than she can reasonably stow and carry), also accommodations for Supercargo, if carried, shall be at the Charterers' disposal, reserving only proper and sufficient space for Ship's officers, crew, tackle, apparel, furniture, provisions, stores and fuel. Charterers have the privilege of passengers as far as accommodations allow, Charterers paying Owners ..... per day per passenger for accommodations and meals. However, it is agreed that in case any fines or extra expenses are incurred in the consequence of the carriage of passengers, Charterers are to bear such risk and expense.

8. That the Captain shall prosecute his voyages with the utmost despatch, and shall render all customary assistance with ship's crew and boats. The Captain (although appointed by the Owners), shall be under the orders and directions of the Charterers as regards employment and agency; and Charterers are to load, stow, and trim the cargo at their expense under the supervision of the Captain, who is to sign Bills of Lading for cargo as presented, in conformity with Mate's or Tally Clerk's receipts.

9. That if the Charterers shall have reason to be dissatisfied with the conduct of the Captain, Officers, or Engineers, the Owners shall on receiving particulars of the complaint, investigate the same, and, if necessary, make a change in the appointments.

See pages 151–152 for discussion.

10. That the Charterers shall have permission to appoint a Supercargo, who shall accompany the vessel and see that voyages are prosecuted with the utmost despatch. He is to be furnished with free accommodation, and same fare as provided for Captain's table, Charterers paying at the rate of $1 00 per day. Owners to victual Pilots and Customs Officers, and also, when authorized by Charterers or their Agents, to victual Tally Clerks, Stevedore's Foreman, etc, Charterers paying at the current rate per meal, for all such victualling

11. That the Charterers shall furnish the Captain from time to time with all requisite instructions and sailing directions, in writing, and the Captain shall keep a full and correct Log of the voyage or voyages, which are to be patent to the Charterers or their Agents, and furnish the Charterers, their Agents or Supercargo, when required, with a true copy of daily Logs, showing the course of the vessel and distance run and the consumption of fuel.

12. That the Captain shall use diligence in caring for the ventilation of the cargo

13. That the Charterers shall have the option of continuing this charter for a further period of ....

....

on giving written notice thereof to the Owners or their Agents... days previous to the expiration of the first-named term, or any declared option.

14. That if required by Charterers, time not to commence before .... .and should vessel not have given written notice of readiness on or before.. .... but not later than 4 p m. Charterers or their Agents to have the option of cancelling this Charter at any time not later than the day of vessel's readiness

15. That in the event of the loss of time from deficiency of men or stores, fire, breakdown or damages to hull, machinery or equipment, grounding, detention by average accidents to ship or cargo, drydocking for the purpose of examination or painting bottom, or by any other cause preventing the full working of the vessel, the payment of hire shall cease for the time thereby lost, and if upon the voyage the speed be reduced by defect in or breakdown of any part of her hull, machinery or equipment, the time so lost, and the cost of any extra fuel consumed in consequence thereof, and all extra expenses shall be deducted from the hire.

16. That should the Vessel be lost, money paid in advance and not earned (reckoning from the date of loss or being last heard of) shall be returned to the Charterers at once. The act of God, enemies, fire, restraint of Princes, Rulers and People, and all dangers and accidents of the Seas, Rivers, Machinery, Boilers and Steam Navigation, and errors of Navigation throughout this Charter Party, always mutually excepted.

The Vessel shall have the liberty to sail with or without pilots, to tow and to be towed, to assist vessels in distress, and to deviate for the purpose of saving life and property.

17. That should any dispute arise between Owners and the Charterers, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them, shall be final, and for the purpose of enforcing any award, this agreement may be made a rule of the Court. The Arbitrators shall be commercial men.

18. That the Owners shall have a lien upon all cargoes, and all sub-freights for any amounts due under this Charter, including General Average contributions, and the Charterers to have a lien on the Ship for all monies paid in advance and not earned, and any overpaid hire or excess deposit to be returned at once. Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the owners in the vessel

19 That all derelicts and salvage shall be for Owners' and Charterers' equal benefit after deducting Owners' and Charterers' expenses and Crew's proportion. General Average shall be adjusted, stated and settled, according to Rules 1 to 15, inclusive, 17 to 22, inclusive, and Rule F of York-Antwerp Rules 1924, at such port or place in the United States as may be selected by the carrier, and as to matters not provided for by these Rules, according to the laws and usages at the port of New York. In such adjustment disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship Average agreement or bond and such additional security, as may be required by the carrier, must be furnished before delivery of the goods. Such cash deposit as the carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery Such deposit shall, at the option of the carrier, be payable in United States money and be remitted to the adjuster When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the General Average and refunds or credit balances, if any, shall be paid in United States money.

In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the carrier is not responsible, by statute, contract, or otherwise, the goods, the shipper and the consignee, jointly and severally, shall contribute with the carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships belonged to strangers

Provisions as to General Average in accordance with the above are to be included in all bills of lading issued hereunder

20 Fuel used by the vessel while off hire, also for cooking, condensing water, or for grates and stoves to be agreed to as to quantity, and the cost of replacing same, to be allowed by Owners

21 That as the vessel may be from time to time employed in tropical waters during the term of this Charter, Vessel is to be docked at a convenient place, bottom cleaned and painted whenever Charterers and Captain think necessary, at least once in every six months, reckoning from time of last painting, and payment of the hire to be suspended until she is again in proper state for the service

....

....

22 Owners shall maintain the gear of the ship as fitted, providing gear (for all derricks) capable of handling lifts up to three tons, also providing ropes, falls, slings and blocks. If vessel is fitted with derricks capable of handling heavier lifts, Owners are to provide necessary gear for same, otherwise equipment and gear for heavier lifts shall be for Charterers' account Owners also to provide on the vessel lanterns and oil for night work, and vessel to give use of electric light when so fitted, but any additional lights over those on board to be at Charterers' expense. The Charterers to have the use of any gear on board the vessel

23 Vessel to work night and day, if required by Charterers, and all winches to be at Charterers' disposal during loading and discharging; steamer to provide one winchman per hatch to work winches day and night, as required, Charterers agreeing to pay officers, engineers, winchmen, deck hands and donkeymen for overtime work done in accordance with the working hours and rates stated in the ship's articles If the rules of the port, or labor unions, prevent crew from driving winches, shore Winchmen to be paid by Charterers In the event of a disabled winch or winches, or insufficient power to operate winches, Owners to pay for shore engine, or engines, in lieu thereof, if required, and pay any loss of time occasioned thereby

24. It is also mutually agreed that this Charter is subject to all the terms and provisions of and all the exemptions from liability contained in the Act of Congress of the United States approved on the 13th day of February, 1893, and entitled "An Act relating to Navigation of Vessels, etc," in respect of all cargo shipped under this charter to or from the United States of America. It is further subject to the following clauses, both of which are to be included in all bills of lading issued hereunder:

U. S A. Clause Paramount

This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this bill of lading be repugnant to said Act to any extent, such term shall be void to that extent, but no further.

Both-to-Blame Collision Clause

If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier

25. The vessel shall not be required to enter any ice-bound port, or any port where lights or light-ships have been or are about to be withdrawn by reason of ice, or where there is risk that in the ordinary course of things the vessel will not be able on account of ice to safely enter the port or to get out after having completed loading or discharging

26. Nothing herein stated is to be construed as a demise of the vessel to the Time Charterers The owners to remain responsible for the navigation of the vessel, insurance, crew, and all other matters, same as when trading for their own account.

27. A commission of 2½ per cent is payable by the Vessel and Owners to

... .

on hire earned and paid under this Charter, and also upon any continuation or extension of this Charter.

28. An address commission of 2½ per cent payable to.................................on the hire earned and paid under this Charter.

By cable authority from

The original Charter Party in our possession. **As. ....For Owners**

BROKERS.

ORDER FOR A FOREIGN CHECK OR MAIL TRANSFER

_____ 19____

THE NATIONAL CITY BANK OF NEW YORK.
55 WALL STREET.
NEW YORK 15 N. Y.

GENTLEMEN.

THE UNDERSIGNED HEREBY AGREE(S) TO PURCHASE FROM YOU THE AMOUNT AND KIND OF CURRENCY DESCRIBED BELOW AND TO PAY THEREFOR IN THE MANNER SET FORTH HEREUNDER, AT THE RATE INDICATED, PLUS YOUR COMMISSION

AMOUNT AND KIND OF CURRENCY_____ RATE_____ $_____

COMMISSION_____

TOTAL $_____

PLEASE ISSUE YOUR CHECK OR EFFECT A MAIL TRANSFER FOR THE ABOVE AMOUNT AS INDICATED HEREUNDER IT IS AGREED THAT THE TRANSACTION WILL BE SUBJECT TO YOUR CONDITIONS AS SET FORTH ON THE REVERSE HEREOF

USE THIS SPACE IF CHECK IS DESIRED

FOREIGN CHECK

ISSUE CHECK ON_____

IN FAVOR OF_____

ADVISE THE ABOVE-NAMED DRAWEE BANK BY ☐ AIR MAIL, ☐ SEA MAIL

USE THIS SPACE IF MAIL TRANSFER IS DESIRED

TRANSFER BY ☐ AIR MAIL ☐ SEA MAIL MAIL TRANSFER

TO_____

STREET ADDRESS_____ CITY_____

COUNTY OR PROVINCE_____ COUNTRY_____

FOR ACCOUNT OF_____

OR

BY ORDER OF_____

IN PAYMENT OF THE SAID PURCHASE THE UNDERSIGNED SUBMITS HEREWITH ☐ CASH ☐ CHECK OR HEREBY AUTHORIZES YOU TO ☐ CHARGE THE ACCOUNT OF THE UNDERSIGNED, OR ☐ WILL REMIT PROMPTLY NEW YORK FUNDS

NAME OF PURCHASER_____

STREET ADDRESS_____

CITY_____

RECEIVED FROM THE NATIONAL CITY BANK OF NEW YORK THE ABOVE DESCRIBED CHECK

_____
SIGNATURE

RESERVED FOR BANK USE

CHECK DRAWN ON
OR
PAYMENT EFFECTED THROUGH_____

CONVERSION

FIGURED BY_____ CHECKED BY_____

SFA 1117 REV 1-41
B C

See page 99 for discussion.

No. F T. 185099 NEW YORK _____

THE NATIONAL CITY BANK OF NEW YORK 1-8

NEW YORK, N.Y.

ADVISED BY
☐ AIR MAIL ☐ SEA MAIL

AMOUNT _____

PAY AGAINST THIS FIRST (ORIGINAL) CHECK [IF SECOND (DUPLICATE) IS UNPAID]

To _____ OR ORDER

THE NATIONAL CITY BANK OF NEW YORK
55 WALL ST NEW YORK N Y

To _____

PROTECT TO OUR DEBIT
WITH _____

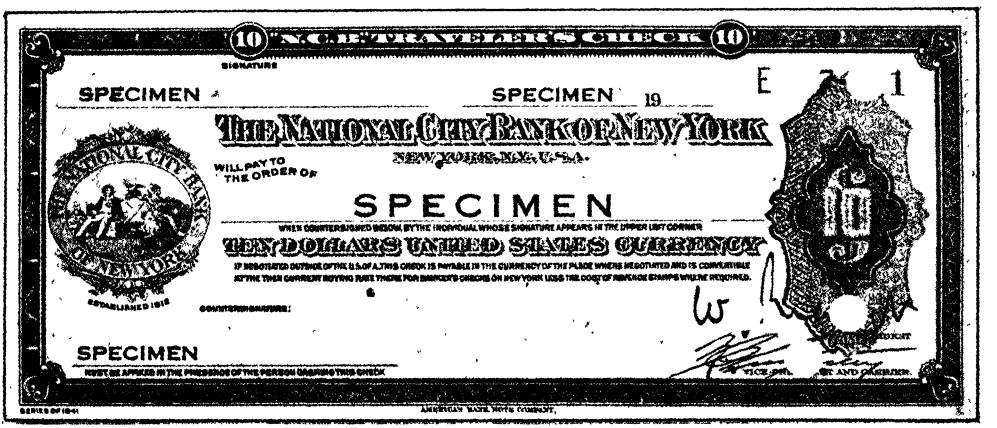
SOLD TO _____
ADDRESS _____

RATE SOLD @	DOLLAR EQUIVALENT	CHARGES	TOTAL AMOUNT COLLECTED

TEAR OFF

See pages 99 and 152 for discussion.

CHECK, TRAVELER'S



See page 578 for discussion.

Customs Form 7509
TREASURY DEPARTMENT
6 7, C. R 1943
May 1945

UNITED STATES OF AMERICA

CLEARANCE DECLARATION OF AIRCRAFT COMMANDER (*Clearance Immigration and Customs*)

_____ AIRPORT of departure _____, 194__
(Date of departure)

AIRCRAFT _____
(Identification marks)

Owned by _____, address _____, whereof _____ is commander.

Bound for _____ in _____
(Port) (Country)

Place of last arrival in United States _____ Date of such arrival _____

IMMIGRATION LISTS (See instructions on back hereof)

ALIENS EMPLOYED ON THE AIRCRAFT WHEN IT LAST ARRIVED FROM OUTSIDE THE UNITED STATES WHO ARE NOT DEPARTING THEREON

Also Aliens Not Employed on the Aircraft When It Last Arrived in the United States Who Are Departing as Employees Thereon, Indicate by "Add"

LIST REQUIRED ONLY FOR DEPARTURE TO ANY PLACE OUTSIDE THE UNITED STATES BUT NOT FOR DEPARTURE FROM THE MAINLAND OR ALASKA TO CANADA OR MEXICO

NAME IN FULL		AGE	SEX	COUNTRY OF WHICH CITIZEN OR SUBJECT	INSERT "DISCHARGED" OR "DESERTED" OR "IN HOSP" OR "ADD," AS CASE MAY BE	NAME IN FULL		AGE	SEX	COUNTRY OF WHICH CITIZEN OR SUBJECT	INSERT "DISCHARGED" OR "DESERTED" OR "IN HOSP" OR "ADD," AS CASE MAY BE
Family Name	Given Name					Family Name	Given Name				

PASSENGERS (*ALIENS AND CITIZENS*) DEPARTING ON THE AIRCRAFT

(EXCEPT THOSE DEPARTING FROM THE MAINLAND OR ALASKA TO CANADA OR MEXICO OR DEPARTING IN TRAVEL BETWEEN MAINLAND AND ALASKA)

NAME IN FULL		AGE	SEX	COUNTRY OF WHICH CITIZEN OR SUBJECT	ALIEN'S LAST ARRIVAL IN THE UNITED STATES		NAME IN FULL		AGE	SEX	COUNTRY OF WHICH CITIZEN OR SUBJECT	ALIEN'S LAST ARRIVAL IN THE UNITED STATES	
Family Name	Given Name				Place of	Date of	Family Name	Given Name				Place of	Date of

The foregoing information is to the best of my knowledge and belief, correct and complete.

(Signature) _____
(Aircraft commander)

16—24597-4

[1]

Customs Form 7509
TREASURY DEPARTMENT
6.7, C R 1943
May 1945

OUTWARD MANIFEST OF AIRCRAFT

REPORT AND MANIFEST of the cargo laden at the airport _____, AIRPORT of departure _____, 194___
(Date of departure)

AIRCRAFT _____
(Identification marks)

Owned by _____, address _____, whereof _____ is commander.

Bound for _____ in _____
(Port) (Country)

NUMBER OF EXPORT DECLARATION	MARKS	NUMBERS	DESCRIPTION AND QUANTITY OF ARTICLES (Values are stated on shippers' declaration extracts or pro forma declaration hereto attached)	NAME AND ADDRESS OF CONSIGNEE	REMARKS

I, the above-named commander of the said aircraft bound from and destined to the above-mentioned ports do solemnly, sincerely, and truly swear that the manifest of cargo on board the said aircraft, now delivered by me to the collector of this port, and subscribed with my name contains, according to the best of my knowledge and belief a full, just and true account of all goods, wares and merchandise now actually laden on board the said aircraft and of the value thereof and the foreign places or countries in which the same are truly intended to be landed and if any other goods wares or merchandise shall be laden or put on board the said aircraft previous to its departure from this port, I will immediately report the same to the said collector

I do also swear that I verily believe that the duties on all the foreign merchandise therein specified have been paid or secured according to law that no part thereof is intended to be relanded within the United States, that if by distress or other unavoidable accident it shall become necessary to reland the same I will forthwith make just and true report thereof to the collector of customs of the district wherein such distress or accident may happen, and that said cargo is truly intended to be landed at the place named in this manifest.

I do further swear that I have not received on board the above-named aircraft and have not under my care or within my control, and that I will not receive and convey any letters or letter packets addressed to any foreign country which have not been delivered to me from the post office, except such as relate to the cargo and are addressed to the owner or consignee of said aircraft, or such as are inclosed in a United States stamped envelope of a denomination sufficient in amount to cover the United States postage legally chargeable thereon, if the same had been posted and transmitted by regular mail

I do further swear that no live cattle, sheep, goats or swine are or will be taken on board for export other than those for which certificates have been issued as required by the Act of March 4, 1907 (U S C title 21, sec 71), and that there is not, and will not be taken on board for export, any meat or meat food products which have not been legally inspected and passed in accordance with the aforesaid act.

Signature _____
(Aircraft commander)

Subscribed and sworn to before me this _____ day of _____, 194___

_____

_____
(Title or designation)

(THIS FORM FOR SALE BY COLLECTORS OF CUSTOMS AT PRICE OF 65 CENTS PER PAD CONTAINING 100 COPIES)

This form may be printed by private parties provided it conforms to official form in size, wording, arrangement, and quality and color of paper

16—24507-8

[2]

INSTRUCTIONS

PREPARATION OF IMMIGRATION LISTS ON THIS FORM

The lists and spaces above them must be filled out in the English language, typewritten or printed in ink.

The listing of alien employees may be continued in the passenger list with its heading and column captions stricken out, and likewise on additional original immigration lists, if necessary In either case the listing of passengers must be done only on other additional immigration lists. The lists must also be detached from the outward foreign manifest and delivered to the immigration officer as required by paragraph (c) below. Copies of such additional lists will be necessary only as required in cases within paragraph (e) below.

DISPOSITION OF CLEARANCE DECLARATION

(Section 904.9, Title 14, Code of Federal Regulations * * *)

(c) The aircraft commander's clearance declaration shall consist of the original, with one copy if the aircraft is departing from the United States. and two copies whenever required by paragraph (e) of this section.

The original immigration lists shall be detached and promptly filed by the aircraft commander with the immigration officer in charge.

The original outward foreign manifest shall be delivered by the aircraft commander to the customs officer in charge to be retained by him as a record of clearance.

(d) The copy of the clearance declaration for a departure from the United States shall constitute a clearance certificate when endorsed by the customs officer in charge that clearance is granted.

(e) The two copies of the clearance declaration shall be furnished by the aircraft commander when the clearance is to another area and the aircraft is—

(1) carrying to or over that area passengers that must be listed on clearance declaration; or

(2) carrying residue cargo (19 CFR 4.10a)

(3) carrying merchandise in bond (Part 18, Custom Regulations, 1943 (19 CFR, part 16)).

The copies must have the endorsement of the customs officer in the area from which clearing that permit to proceed is granted. These copies and an information sheet concerning each passenger, unless within an exception prescribed on the back of that sheet, shall upon arrival in the area to which cleared be disposed of by the aircraft commander as follows:

(1) The two copies of the immigration lists shall be detached, signed on the back as to correctness and completeness of the lists and of such required information sheets, and delivered by the aircraft commander, together with such required sheets, to the immigration officer in charge at the place of entry for use there as a list of arriving passengers.

(2) The outward manifests shall be sworn to before the customs officer in charge at such place of entry and delivered to him. One copy shall be retained by such officer as the coasting manifest.

NOTE.—If any passenger listed on the copies required by paragraph (e) above is debarked at any place outside the United States, each copy when delivered shall bear a notation of such place in the margin opposite his name in the immigration lists.

Any passenger, alien employee, or merchandise taken aboard outside the United States by an aircraft en route from an area to another area and brought thereto must be listed in an entry declaration as required by Section 4 8, Title 19, Code of Federal Regulations.

DECLARATION ON ARRIVAL IN AN AREA FROM ANOTHER AREA

Arriving at _____ this _____ day of _____, 19_____, I declare that to the best of my knowledge and belief the immigration list on this sheet contains a correct notation of the place of debarkation of each passenger in such list who has been debarked en route outside the United States, that the rest of the list includes every passenger brought on board to this area from the other area, and that the information sheets as required for the passengers so brought are correct and complete.

Signature _____
(Aircraft commander)

U. S. GOVERNMENT PRINTING OFFICE 16—24597-2

(1)

CLEARANCE ENDORSEMENT

(Section 904.9 (*d*), Title 14, Code of Federal Regulations)

Clearance at ....., on ....., 19 ....., to airport of ..... in

..... is hereby granted.

.....
(Customs officer) (Title)

(2)

PERMIT TO PROCEED FROM AN AREA TO ANOTHER AREA

(Sections 4.2 (*c*) and 4.9 (*e*), Title 19, Code of Federal Regulations)

Permission is hereby given for ..... (Aircraft registration marks), having on board the articles described in the manifest, on the reverse side hereof, to proceed to the airport of ....., in .....

Any merchandise laden on the aircraft at this airport for exportation will ..... be included in the export returns to the Department of Commerce.

Given under my hand at ....., this ..... day of ....., 19 .....

.....
(Customs Officer) (Title)

(3)

OATH ON ARRIVAL IN AN AREA FROM ANOTHER AREA

(Sections 4.2 (*c*) and 4.9 (*e*), Title 19, Code of Federal Regulations)

Airport of arrival ....., ..., 19.....

I, ..., aircraft commander of ..... (Aircraft registration marks), do swear that there were not, when I departed from the airport of ....., in ....., nor have been since, nor now are, any more or other goods, wares, or merchandise, on board than are stated in the manifest on the reverse side hereof

I do further swear that I have delivered to the postmaster of this place all letters directed to any person or persons within the United States which, under my care, or within my power, were brought in the within-named aircraft while under my command, except such as are directed to the owner or consignee of the said aircraft.

.....
(Aircraft commander)

Subscribed and sworn to before me this ..... day of ....., 19 .....

.....
(Customs officer) (Title)

U. S. GOVERNMENT PRINTING OFFICE 16—24597-1

CONTRACT No. 1

OFFICE OF.....

NEW YORK.....19.....

SOLD FOR

TO

.....

30,000 pounds net of cocoa beans (in original shipping bags of average weight(s) customary for the growth) the growth of any country or clime, including new or yet unknown growths, deliverable from warehouses licensed by the New York Cocoa Exchange, Inc., in the Port of New York, between the 1st and last days of.....next, inclusive; the delivery within such time is to be at seller's option, upon notice to the buyer of either seven, six or five days, as may be prescribed by the By-Laws or Rules; the cocoa is to be of any grade permitted by the By-Laws; at the price of.....cents per pound for the Standard grade and growths, with additions or deductions for other grades and growths according to the rates of the New York Cocoa Exchange, Inc., existing on the afternoon of the day previous to the date of the notice of delivery.

Amended June 21, 1940.

Either party is to have the right to call for margins as the variations of the market for like deliveries may warrant, which margins shall be kept good.

This contract is made in view of, and in all respects subject to the By-Laws and Rules and Regulations established by the New York Cocoa Exchange, Inc., and all differences and/or disputes that may arise hereunder shall be settled by arbitration pursuant to such By-Laws, Rules and Regulations.

For, and in consideration of one dollar to the undersigned, in hand paid, receipt whereof is hereby acknowledged, the undersigned accepts this contract with all its obligations and conditions.

See pages 88 and 159–160 for discussion.

CONTRACT "A" (BASIS 4)

Adopted Effective July 26, 1946.

New York.....19...

M..... (has) (have) this day (sold) (bought)

and agreed to (deliver to) (receive from) M.....

32,500 lbs. (in bags of commercial size) of COFFEE of the growths of North, South or Central America, Africa, West or East Indies, with the exception of those grown from Liberian seed: Surinams, coffees of similar character and coffees originating from the seed of same, wherever produced, and coffee of new or unknown growths, at the price of .....cents per pound for coffees of basis grade (New York Coffee and Sugar Exchange "Standard" No. 4) with additions or deductions for the grades and growths under Contract "A" (Schedule No. 1c) in Section 88 of the By-Laws of the New York Coffee and Sugar Exchange, Inc. The delivery must consist of coffees of one growth and district only.

The coffee to be of any grade (New York Coffee and Sugar Exchange "Standards") from No. 8 to No. 1 inclusive with limitations as provided in Schedule No. 1c.

The maximum average grade on which premiums shall be paid shall be in accordance with the aforementioned Schedule No. 1c. Coffees of deliverable growth and grade may be rejected only if damage due to matter extraneous to coffee is evident, or as provided for in Coffee Trade Rule 21.

Deliverable from licensed warehouse in the Port of New York between the first and last days of..... 19... inclusive, the delivery within such time to be at the seller's option upon either five, six or seven days notice to the buyer as prescribed by the Trade Rules.

Either party may call for margin as the variations of the market for like deliveries may warrant, which margin shall be kept good.

This contract is made in view of, and is in all respects subject to the By-Laws, Rules and Regulations of the New York Coffee and Sugar Exchange, Inc.

.....
(Brokers)

For and in consideration of one dollar to ..... in hand paid, receipt whereof is hereby acknowledged, ...accept this contract with all its obligations and conditions.

See pages 439–446 for discussion.

The difference in value between grades under contracts for the future delivery of coffee shall be:

SCHEDULE No. 1

(Deleted effective March 31st, 1937)

SCHEDULE No. 1a

(Deleted effective April 1st, 1940)

SCHEDULE No. 1b

(Deleted effective July 26th, 1946)

SCHEDULE No. 1c

Difference in Value between Grades and Growths under Contract "A" (Basis 4)

Standard Grade No.		Adopted Effective July 26, 1946.
1	40 above	
2	40 "	
3	25 "	
4	Basis	
5	25 below	
6	50 "	
7	75 "	
8	100 "	

1. For **Santos** coffee, No. 2 shall be the maximum average grade on which premium shall be paid.

2. For **Washed** or **Natural Milds**, No. 2 shall be the maximum average grade on which premiums shall be paid, but no coffee grading below No. 6 shall be deliverable.

TERMS AND CONDITIONS:

(a) No arrival no sale, as to coffees actually shipped but lost in transit, provided steamer name has been given to buyer, or stock lots or coffees with identifying marks have actually been shipped; otherwise delivery must be made. Partial loss in transit does not affect balance of contract.

(b) Notice of arrival must be given not later than two (2) business days after discharge of carrier, excepting where settlement of contract is made by a spot delivery.

(c) If sold in-store such store to be on the list of stores approved by the Green Coffee Association of New York City, Inc
Sound and made sound coffee to be delivered. Buyer to be given unexpired first month's storage and fire insurance (at least two weeks)—coffee to be weighed by a New York Coffee and Sugar Exchange licensed weigher within that time as called for.

(d) In case it is agreed to deliver coffee ex-ship or ex-dock, it is to be taken sound and damaged, with an allowance equivalent to the expenses saved and with the benefit of marine insurance in case damage is sufficient for a claim. Made sound coffee to be deliverable.

(e) If tender is made in-store, the tender of the damaged portion at the established allowance is a sufficient tender to that extent, but the buyer at his option may elect not to take the damaged coffee so tendered.

(f) Coffee tendered shall be considered accepted unless claims are filed in writing within two (2) business days (Saturdays excluded) after receipt of sampling order to be issued when coffee is ready for delivery.

(g) Spot coffee is deliverable but not more than two (2) tenders may be made.

(h) (1) In all cases except cases of failure to ship within the time specified in this contract, spot tenders are to be made not later than five (5) business days after arrival of the steamer last available for shipment within contract time. In the event shipment is not effected within the time specified, seller must so notify buyer (in writing) within two (2) weeks after the last day of said contract time and spot tenders made in substitution thereof must be made within five (5) business days of such notification.

(2) All tenders must consist of coffee shipped not later than the last day for shipment permitted by this contract.

(3) Issuance of arrival notice and/or sampling order constitutes a tender.

(i) Each chop of coffee tendered to be uniform or made so.

(j) Date of Bills of Lading to be evidence of time of shipment.

(k) No coffee such as sour, fermented, hidey, black or triage, or unsound coffee, is deliverable under this contract. This clause to be applied to coffee sold on description, but not on coffee sold on stock lots or actual samples shown.

(l) If contract price is based on some special feature or color of sample or type shown, or on some special description, buyer cannot be compelled to accept an entirely different coffee even with an allowance, but in such event seller cannot be compelled to deliver other coffee, where good faith on seller's part is evidenced by the quality of the coffee tendered for delivery.

(m) In case of dissimilarity between sample of coffee tendered and type or sample sold on, due allowance shall be made for dryage and for a reasonable color change.

(n) If the quality of any coffee tendered for delivery is inferior to type, sample or description sold on, by more than 5% of value (minimum ¾c), buyer has the option of taking the coffee tendered at the established allowance, or of refusing to accept the tender, but in the latter case seller must deliver and buyer must accept coffee according to contract.

(o) When a tender (delivery) made at one time consists of more than one chop, no premium is to be paid if the average of the chops is superior to type, sample or description sold on, but superior chop or chops shall be taken into account in judging the whole tender, subject to Clause (n). Deliveries previously made against this contract not to be considered.

(p) Any duty or tax whatsoever imposed by the United States Government or any authority in the United States shall be borne by the buyer.

(q) Failure on the part of buyer to make settlement for coffee tendered as herein agreed shall give to the seller the right to resell said coffee or any part of same at public or private sale for account of the buyer. Any difference between amount realized on such sale and contract cost to buyer, together with charges, to be for buyer's account.

(r) In case of default on this contract settlement shall be made without reference to the "5% more or less" clause.

(s) This contract is not contingent upon any other, and is to be settled between buyer and seller without reference to other contracts covering same parcel.
Claims arising shall be a matter of allowance only except as herein otherwise provided.

(t) Sold subject to delays caused by Force Majeure or other causes beyond the control of the seller, including, but not limited to, acts of governments, wars, revolutions, strikes, pestilence, floods, droughts or other unavoidable interruptions of transportation

(u) Any and all controversies arising under, out of, or in connection with this contract shall be settled by arbitration in the City of New York under the By-Laws and Rules of the Green Coffee Association of New York City, Inc., Governing Arbitration, obtaining on the date of arbitration, and the award shall be final and binding on the parties. Expenses of arbitration to be borne by losing party, unless otherwise awarded.

*

FOB-503—7 PARTS REV 8-43
S C

THE NATIONAL CITY BANK OF NEW YORK

FOREIGN OUTWARD BILLS DEPARTMENT
55 WALL STREET

STEAMER CARRYING MERCHANDISE

NEW YORK 15, N Y.

To:

ORIGINAL

WE ENCLOSE THE FOLLOWING DRAFTS AND DOCUMENTS FOR COLLECTION AND RETURNS SUBJECT TO THE SPECIAL INSTRUCTIONS SHOWN BELOW WHEN PAID PLEASE AUTHORIZE US TO DEBIT YOUR ACCOUNT ON ARRIVAL OF ADVICE OR REMIT PRIME BANKER'S CHECK ON NEW YORK UNLESS OTHERWISE INSTRUCTED BELOW **WHEN REFERRING TO THIS ITEM KINDLY MENTION OUR NUMBER**

OUR NUMBER	AMOUNT	DRAWEE AND ADDRESS	TENOR	MAIL	DOCUMENTS ATTACHED					
					DRAFTS	B/L	CONS INV	CTFS	INV	MISCELLANEOUS
				ORIG						
				DUP						

DRAWER OR LAST ENDORSER ADDRESS

PLEASE FOLLOW INSTRUCTIONS MARKED "X"

	DELIVER DOCUMENTS AGAINST		PROTEST FOR NON-PAYMENT		CABLE ADVICE OF NON-PAYMENT
	IF PAID BEFORE MATURITY ALLOW REBATE OF % PER ANNUM		DO NOT PROTEST FOR NON-PAYMENT		DO NOT CABLE ADVICE OF NON-PAYMENT
	PROTEST FOR NON-ACCEPTANCE		CABLE ADVICE OF NON-ACCEPTANCE		CABLE ADVICE OF PAYMENT
	DO NOT PROTEST FOR NON-ACCEPTANCE		DO NOT CABLE ADVICE OF NON ACCEPTANCE		INCUR NO CABLE EXPENSE ON THIS BILL

UNLESS WE ADVISE YOU TO THE CONTRARY, ACCEPTANCE AND/OR PAYMENT OF OUR BILLS ON LATIN AMERICA MAY BE DEFERRED UNTIL THE ARRIVAL OF THE CARRYING VESSEL

IN CASE OF NEED OR DIFFICULTY COMMUNICATE WITH

NAME ADDRESS

	WHOSE INSTRUCTIONS WITH RESPECT TO THE DRAFT (AND THE DOCUMENTS IF ANY) YOU ARE AUTHORIZED TO FOLLOW HE MAY ALSO CHANGE ANY OF OUR INSTRUCTIONS
	WHO WILL ENDEAVOR TO OBTAIN THE HONORING OF THIS DRAFT AS DRAWN
	WHO IS EMPOWERED TO GRANT DELAYS OR EXTENSIONS NOT EXCEEDING DAYS OR REDUCTIONS NOT EXCEEDING PER CENT OF THE VALUE OF THE MERCHANDISE

SPECIAL INSTRUCTIONS:

STEAMER CARRYING ORIGINAL DOCUMENTS

DUPLICATES ON FOLLOWING STEAMER

THE NATIONAL CITY BANK OF NEW YORK
55 WALL STREET, NEW YORK 15, N Y

DATE

IN ALL COMMUNICATIONS RESPECTING THIS ITEM IT IS ESSENTIAL THAT YOU REFER TO OUR NUMBER

ACKNOWLEDGMENT

REMITTED FOR COLLECTION TO

To ADDRESS

WE HAVE ENTERED FOR COLLECTION DRAFT SENT US IN YOUR LETTER OF AND SUBJECT TO THE CONDITIONS APPEARING ON THE REVERSE HEREOF, SHALL BE PLEASED TO ACCOUNT TO YOU FOR THE PROCEEDS IN DUE COURSE

DRAWER

YOUR NUMBER MERCHANDISE SHIPPED AMOUNT OF DRAFT

TENOR

RATE OR CHARGES ★ FOREIGN N C B

DRAWEE

ADDRESS

★BILLS (OR THE DOCUMENTS ATTACHED THERETO) WILL BE SUBJECT TO AN ADDITIONAL COMMENSURATE CHARGE (WHETHER EVENTUALLY PAID OR NOT) WHEN EXCEPTIONAL HANDLING IS REQUIRED OR UNUSUAL TROUBLE IS INVOLVED IN EFFECTING COLLECTION OR WHEN PAID IN OTHER THAN DRAFTS OF THE COLLECTING BANK

THE NATIONAL CITY BANK OF NEW YORK
FOREIGN OUTWARD BILLS DEPARTMENT

In addition to and without waiving the rights secured to us by the laws of the State of New York or otherwise, items not payable at this office are received by us for transmission at your risk, and we may, without liability, route any such items by mail or otherwise, directly or indirectly, for collection to the maker, drawee or other payor through any of our offices or correspondents for handling in accordance with their regulations and for payment in cash, bank draft or otherwise. Each credited item, whether or not drawn on or payable at any office of this Bank, may be charged back at any time unless full and final payment in cash, or its equivalent, shall have been received at our office where credited, and whether or not such item is returned.

With regard to drafts payable in British India, it is the general and long-established custom among Indian collecting banks, where goods arrive before payment of the relative drafts, to advance duties and charges and clear the merchandise into duty-paid warehouses. If a draft is dishonored and the drawer desires the goods re-shipped, refund of duty is generally obtainable to the extent of about seven-eighths of the amount paid out. Any duty not refunded is for the account of and is to be paid by the drawer unless voluntarily paid by the drawee upon request. A like situation exists with respect to any and all other relative charges such as warehouse storage, fire insurance and bank interest on the total of such amounts advanced. The use of our collection facilities constitutes your approval of these provisions.

THE NATIONAL CITY BANK OF NEW YORK

To: THE FIRST NATIONAL BANK OF BOSTON
BOSTON 6, MASSACHUSETTS

Attention of Foreign Division: Date . . . . . .
We enclose ☐ As basis for an immediate advance ☐ For collection and payment when collected

Amount. . . . . Tenor . . . . . Number. . . . . .

Draft on. . . . . .

Address. . . . . .

For presentation through . . . . . .
(If above space not completed your regular correspondent may be used)

DOCUMENTS ATTACHED

Bills of Lading	Consular Invoice	Certificate of Origin	Insurance Certificate	Commercial Invoices	Parcel Post Receipt	Other Documents

PLEASE COMPLY WITH THE FOLLOWING INSTRUCTIONS MARKED (X) BY US

☐ Remit proceeds by ☐ Air mail ☐ Cable

☐ Deliver documents against ☐ Acceptance ☐ Payment

☐ Present on arrival of merchandise

☐ Collect interest at % per annum from date of draft to date of approximate arrival of funds in Boston

☐ Allow discount at % per annum for payment at

☐ Collect all charges from drawees

☐ Waive charges if refused by drawees

☐ Advise NON-ACCEPTANCE By AIR MAIL ☐ Advise NON-ACCEPTANCE By Cable

☐ Advise NON-PAYMENT By AIR MAIL ☐ Advise NON-PAYMENT By Cable

☐ Advise ACCEPTANCE By AIR MAIL ☐ Advise ACCEPTANCE By Cable

☐ Advise PAYMENT By AIR MAIL ☐ Advise PAYMENT By Cable

☐ Protest for NON-ACCEPTANCE ☐ Protest for NON-PAYMENT

☐ Do Not Protest NON-ACCEPTANCE ☐ Do Not Protest NON-PAYMENT

☐ Do Not Waive Charges ☐ Incur No Cable Expenses

In case of need refer to . . . . . .

Street and number . . . . . City . . . . . .

☐ Who will co-operate in obtaining the honoring of this draft as drawn ☐ Whose powers are limited as noted under "Special Instructions" below ☐ Whose instructions you are authorized to follow without reserve

SPECIAL INSTRUCTIONS.

When drafts are drawn on countries where exchange restrictions are in effect, it is understood that payment may be subject to delay We agree that you shall not be liable for any negligence, default or insolvency of any correspondent or sub-agent used by you or for the loss of items or their proceeds in the course of transmission When advances are made against drafts, we agree, if the drafts are lost, seized or destroyed or are unpaid or unreported for a reasonable collection period, to repay you upon demand the amounts of your advances, plus accrued interest from the date of your advance up to the date when reimbursement is made to you, and any other charges incurred We further agree that you may request advice of non-acceptance and/or non-payment by cable regardless of any instructions given above to the contrary and that the cable expenses will be paid by us

THIS SPACE FOR BANK USE ONLY							
	B/L	Cons Inv	Cert Origin	Ins Cert	Comm'l Inv	Parcel Post Receipt	
ORIG							
DUP							

Signature . . . . . .

By. . . . . .

D 103

See pages 266–267 and 269–270 for discussion.

COM 900 10 PTS LEG
REV. 9-34

ORIGINAL

THE NATIONAL CITY BANK OF NEW YORK

55 WALL STREET
NEW YORK,_____

TO_____ ADDRESS_____

THE FOLLOWING **ACCEPTANCE(S)** UNDER COMMERCIAL LETTER OF CREDIT **No. COM.**_____ ISSUED

IN FAVOR OF_____ HAS BEEN MADE FOR YOUR ACCOUNT NO _____ YOUR LETTER / CABLE

DOCUMENTS
ORIGINAL DOCUMENTS AS ENUMERATED BELOW ARE ENCLOSED
DUPLICATES WHEN RECEIVED WILL FOLLOW (SEE NOTICE REVERSE SIDE HEREOF)

B/L	COM INVOICES	INSURANCE MARINE	INSURANCE WAR	CONSULAR INVOICE	MISCELLANEOUS DOCUMENTS

KINDLY RETURN THIS ORIGINAL SCHEDULE DULY EXECUTED ON REVERSE SIDE AND RETAIN THE ATTACHED COPY FOR YOUR FILES

DUE ABROAD	DUE NEW YORK	AMOUNT OF DRAFT

WE HAVE CHARGED YOUR ACCOUNT

COMMISSION

CORRESPONDENT'S CHARGES

KINDLY FAVOR US WITH YOUR CHECK FOR THIS AMOUNT — TOTAL

COVERING SHIPMENT OF

PER S/S _____ TO _____

REMITTANCE SHOULD BE MADE IN NEW YORK FUNDS

SPECIAL REMARKS

COMMERCIAL CREDIT DEPARTMENT

©

BY_____

We advise that we have examined the documents, referred to on the reverse side hereof, and believe them to be in due form and regular in every respect. However, we assume no responsibility for the genuineness of the documents or for the quantity or quality of the merchandise represented by them.

THE NATIONAL CITY BANK OF NEW YORK

TRUST RECEIPT

The undersigned hereby acknowledges receipt from THE NATIONAL CITY BANK OF NEW YORK (hereinafter called the "Entruster") of the documents indicated on the reverse side hereof possession of which is herewith entrusted to the undersigned as Trustee hereunder for the purpose of selling or exchanging or procuring the sale or exchange of said documents or the merchandise represented thereby or of manufacturing or processing said merchandise with the purpose of ultimate sale or of loading unloading storing shipping, transshipping, or otherwise dealing with said merchandise in a manner preliminary to or necessary to the sale thereof

The undersigned hereby agrees to hold said documents and any and all merchandise represented thereby, together with the proceeds of sale or other disposition thereof, as and when received by the undersigned IN TRUST for the Entruster and as security for any and all obligations for which the documents and/or the relative merchandise were security before delivery thereof hereunder to the undersigned and also for any new value given or agreed to be given by the Entruster to the undersigned as a part of this transaction, and the undersigned further agrees to keep any and all such trust property whether in the form of documents, merchandise money, bills receivable or accounts separate and capable of identification, as the property of the Entruster and to surrender same and account therefor to the Entruster forthwith upon demand

It is hereby recognized that a security interest in the said documents and/or the relative merchandise together with the proceeds and avails thereof as and when received by the undersigned remains in or will remain in or has passed to or will pass to the Entruster and that the Entruster, or the duly authorized representative thereof may at any time terminate this trust either with or without notice to the undersigned and may enter into any place where such trust property is kept or stored and resume possession thereof

The undersigned further agrees to keep all merchandise represented by said documents insured in the name of the Entruster but at the sole cost and expense to the undersigned against loss by fire and any other risks which may be designated by the Entruster at any time or times and to deliver any and all policies covering such insurance to the Entruster

It is hereby acknowledged that the said documents comply with the terms of the Letter of Credit referred to on the reverse side hereof or with such other letter of credit as the Entruster may subsequently determine to be the proper relative credit

The undersigned further agrees that no failure or omission on the part of the undersigned to fulfill any of the provisions of this or any similar receipt or agreement or of the agreement under which the Entruster issued the Letter of Credit under which said goods were purchased shall be deemed a waiver by the Entruster of any of its rights or remedies unless such waiver shall be in writing duly signed by the Entruster

The rights of the Entruster as specified herein or in any relative agreement between the Entruster and the undersigned shall include any and all rights to which the Entruster is or may be entitled under the provisions of the Uniform Trust Receipts Law of the State of New York as amended from time to time, and/or under any other applicable statute or law now or hereafter existing at any time or times.

DATE_____ _____
(AUTHORIZED SIGNATURE OF IMPORTER)

PLEASE RETURN OFFICIALLY SIGNED

See pages 405 and 581 for discussion.

CREDIT TO ACCOUNT OF FOREIGN DEPOSITOR

NEW YORK,_____ 19____

THE NATIONAL CITY BANK OF NEW YORK

_____
(HEAD OFFICE OR BRANCH)
NEW YORK CITY

KINDLY CREDIT THE ACCOUNT ON YOUR BOOKS OF

_____

(HEREINAFTER CALLED THE "FOREIGN DEPOSITOR") WITH $_____ ☐ LESS CHARGES OF $_____ ☐ WITHOUT DEDUCTION

AND ADVISE THE FOREIGN DEPOSITOR BY ☐ ORDINARY MAIL ☐ AIR MAIL ☐ CABLE THAT SAID

ACCOUNT HAS BEEN SO CREDITED FOR ACCOUNT OF_____

_____

_____

SPECIMEN

PURSUANT TO THE ORDER OF

_____

IN REIMBURSEMENT OF THE ABOVE AMOUNT OF CREDIT, PLUS ANY CHARGES,

☐ DEBIT THE ACCOUNT OF THE UNDERSIGNED

☐ CASH HEREWITH

☐ CHECK HEREWITH FOR $_____, DATED_____

DRAWN BY_____ ON_____

PAYABLE TO_____

IT BEING UNDERSTOOD THAT, IF REIMBURSEMENT IS BY CHECK, THE TIME(S) OF EFFECTING THE CREDIT TO THE ACCOUNT OF THE FOREIGN DEPOSITOR AND THE SENDING FORWARD OF SUCH ADVICE SHALL BE (AS YOU MAY ELECT) EITHER BEFORE OR AFTER THE COLLECTION OF SUCH CHECK.

IN ORDER TO INDUCE YOU TO COMPLY WITH THE FOREGOING IT IS HEREBY AGREED THAT: (A) IF REIMBURSEMENT IS BY CHECK, SAME MAY BE ROUTED EITHER BY MAIL OR OTHERWISE, DIRECTLY OR INDIRECTLY, FOR COLLECTION TO THE MAKER DRAWEE OR OTHER PAYOR THROUGH ANY OF YOUR OFFICES OR CORRESPONDENTS FOR HANDLING IN ACCORDANCE WITH THEIR REGULATIONS AND FOR PAYMENT IN CASH, BANK DRAFT OR OTHERWISE, AND YOU OR ANY OTHER COLLECTING AGENT MAY REFRAIN FROM PRESENTING, DEMANDING, COLLECTING OR GIVING NOTICE OF NON-PAYMENT OR DISHONOR OF THE ITEM ON ANY SATURDAY OR HOLIDAY, (B) IF SAID ITEM SHOULD NOT BE PAID UPON PRESENTATION, THE UNDERSIGNED WILL UPON REQUEST REIMBURSE YOU IN THE AMOUNT THEREOF AND WILL DO SO WHETHER OR NOT SUCH ITEM IS RETURNED (C) IN ANY EVENT YOU MAY REGARD THE AMOUNT WHICH IS CREDITED BY YOU TO THE ACCOUNT OF THE FOREIGN DEPOSITOR PURSUANT TO THE FOREGOING AS BEING HELD BY YOU IN ALL RESPECTS FOR THE GENERAL ACCOUNT OF THE FOREIGN DEPOSITOR AND AS SUBJECT TO THE ORDER AND CONTROL OF THE FOREIGN DEPOSITOR, AND (D) AS AND WHEN YOU SHALL HAVE SENT FORWARD YOUR ADVICE AS ABOVE INDICATED, YOU SHALL BE WITHOUT LIABILITY FOR ANY MATTER OR THING DIRECTLY OR INDIRECTLY CONNECTED WITH THE CREDIT TO BE EFFECTED HEREUNDER.

NAME_____

STREET_____

CITY & STATE_____

SF 1235 6 44

See page 99 for discussion.

SUBSCRIPTION AGREEMENT

No Date

American Foreign Credit Underwriters Corporation
170 Broadway, New York 7, N. Y.

Subject to the conditions specified on the reverse of this form please furnish us with the following services:

1 One Copy Market Guide for Latin America;

2 Monthly Supplements—confidential lists of new buyers and sales agents classified and rated, also of new "X" and "XX" listings (indicating unfavorable changes),

3 Facilities of Sales Service Department—export Sales and Credit advisory counsel and information including names of recommended agents and/or distributors in selected export markets,

4 Exporters Digest—published monthly, summarizing business, credit and exchange conditions abroad, Trade Opportunities, new regulations, etc.,

5 Individual Reports on business firms (buyers, sales representatives, distributors, etc.) in *any export market*, to a limit of 100 reports,

6 Automatic confidential notices covering changes in ratings of all our foreign customers and sales agents whose names we register with your Credit Report Division,

7 Collection Service—collection letters on accounts approved by your Credit Report Division at time of shipment if such accounts later become delinquent,

8 Information and advisory service on individual export problems We may consult you in confidence by mail or personal visit to your home office, on questions related to our export plans and activities

for which we agree to pay you in advance the sum of Three Hundred Dollars ($300 00)

Subscriber

By

Title

Street Address

City State

CONDITIONS

The following conditions shall govern all Market Guide, Monthly Supplements, and Foreign Credit Checking Report subscriptions

1. This agreement shall be for a period of one year from date

2. All Market Guides, Monthly Supplements, and Foreign Credit Checking Reports supplied by AMERICAN FOREIGN CREDIT UNDERWRITERS CORPORATION are for the exclusive and strictly confidential use of the Subscriber and are not to be sold, rented, loaned, given or furnished to any other person, firm, corporation or organization, and the Subscriber agrees that said Market Guides shall remain the property of AMERICAN FOREIGN CREDIT UNDERWRITERS CORPORATION to which they shall be returned upon delivery of new editions or the termination of this agreement

3. AMERICAN FOREIGN CREDIT UNDERWRITERS CORPORATION agrees that all ledger and sales experience, credit information and customer and distributor lists furnished to it by the Subscriber shall be for its confidential use and that neither the name of the Subscriber nor the source of the information furnished by him shall be disclosed.

F332A 36228-MP

See page 83 for discussion.

CONSOLIDATED REPORT
FOREIGN DEPARTMENTS

DUN & BRADSTREET, Inc.

TALLERES METALURGICOS CONSOLIDADOS S.A.
AOS:BT

BUENOS AIRES, ARGENTINA
Av. del Rey 888
Corrientes 400 (Avellaneda)

WHOL. HEAVY HDWE.,
MFRS. OF BOLTS, PIPES, ETC.

Pedro Alfonso Blanco	President	Raul R. Antoine	Director
Gaston Gutierrez	Vice President	Jacques Leroux	"
Tomas Quinzon	Director Delegate	Jose Maria Gaviria	"

ANTECEDENTS:

Talleres Metalurgicos Consolidados is a stock company operating under Argentine laws. A charter running for 65 years to January, 2000, was registered on September 20, 1935. The authorized capital is fixed at 14,000,000 pesos made up of shares having a nominal value of 100 pesos each. Stock to the value of 11,289,000 pesos has been subscribed and paid in. The issuance of the remainder of stock has been left to the discretion of the directorate.

The enterprise was founded January, 1908, as a stock company under the style of Talleres Metalurgicos Quinzon S.A. with an authorized capital of 3,000,000 pesos. The capital issue was later increased to 4,000,000 pesos and subsequently reduced by 390,000 pesos. On August 31, 1929, Talleres Metalurgicos Quinzon S.A. and the Sociedad Anonima Talleres Duros - Cia. Mercantil Antoine were merged and the style of Talleres Metalurgicos Consolidados S.A. adopted. Several months later all the machinery and equipment of the National Iron & Steel Co.Ltd. (Hector Martel & Sons) was taken over as well as certain real property. To finance this a debenture issue for a total nominal value of £235,000 (Pounds Sterling) was floated. No change in the style was made. On October 9, 1929, certain revisions in the capital structure were approved by the Federal authorities under which the authorized capital was increased to 6,000,000 pesos.

The recent change did not affect the immediate management of the business. It was substantially confined to a revision in style as the capital base remained at practically the same level.

The management is highly regarded in the local market. Those composing it are competent and responsible men, identified with a number of important local enterprises. Under their direction the company has generally made good headway and has maintained a high standing in the local commercial and financial community.

METHOD OF OPERATION:

The company is engaged in importing and wholesaling a line of heavy hardware, galvanized sheets, and farming equipment. It operates a foundry putting out sewer pipes, columns, bands, baths and lavatories of enamelled iron; also bolts, screws and radiators. Moreover, it produces metal frameworks and artistic iron works for exterior purposes.

The company's administrative offices and pipe foundry are situated at Corrientes 400 (Avellaneda), Buenos Aires. Warehouses are in San Francisco and Pepiri, while showrooms and sales offices are established at Av. del Rey 888,Buenos Aires.

FINANCIAL INFORMATION:

DATE	CURRENT ASSETS	CURRENT DEBT	NET WORTH
Dec.31,19	12,278,353 Pesos	4,125,199	10,030,701
Dec.31,19	9,389,005	1,960,224	10,360,859
Dec.31,19	9,148,619	1,200,991	10,512,763

Please note whether name, business and street address correspond with your enquiry

The foregoing report is furnished at your request under your Subscription Contract, in STRICT CONFIDENCE by DUN & BRADSTREET Inc as your agents and employees, for your exclusive use as an aid in determining the advisability of granting credit or insurance and for no other purpose

Form 170 BJ430

[1]

See pages 277–278 for discussion.

Specimen report fictionized

CONSOLIDATED REPORT
FOREIGN DEPARTMENTS
DUN & BRADSTREET, Inc.

TALLERES METALURGICOS CONSOLIDADOS S.A. BUENOS AIRES, ARGENTINA
AOS:BT
Sheet #2

FINANCIAL INFORMATION: Contd.
Statement as of December 31, 19

ASSETS		
Cash and banks	Pesos	942,541.18
Accts. & Notes Rec.		4,070,487.01
Inventories:		
Raw materials		1,544,079.68
Finished products		3,564,895.71
CURR. ASSETS		10,122,003.58
Real estate & securities		5,546,331.05
Machy.,equip.,furn. & fix.		2,893,878.89
Order accounts (Contra)		11,603,798.97
TOTAL ASSETS		30,166,012.49
LIABILITIES		
Creditors in curr. acct.		946,512.82
Accts. Pay.		428,415.95
Dividends Pay.		38.22
Notes Pay.		264,665.76
CURR. LIABS.		1,639,632.75
Funded Debt		3,242,224.64
Reserves		1,566,001.50
Order Accounts (Contra)		11,603,798.97
Capital		11,289,000.00
Surplus		825,354.63
TOTAL LIABS.		30,166,012.49

ANALYSIS:
During 193 the company grossed 3,336,891 pesos from merchandising operations. This together with 13,524 pesos from rentals and 205,278 pesos from the 193 carry-over left it with a total of 3,555,693 pesos with which to meet operating expenses. After providing for general expenses, interest, taxes, debenture payments, etc., the company closed the year with a net profit of 623,042 pesos, a fair return on the invested capital. At that, the return compared favorably with 193 earnings jumping up from a level of 283,308 pesos.

Obviously there was an expansion in sales judging from the considerable rise in receivables and inventories. This was to some extent supported by an increased debt, but a larger margin of working capital left the company in a position relatively more liquid than during the previous year. A high degree of coverage against both the quick and funded debt continued to be shown.

As a whole, operations are on a comfortable and well aligned basis with a continued responsibility for legitimate credit dealings indicated.

(The Argentine paper peso is currently quoted at about U.S.)
(The Pound Sterling is currently quoted at about $5.00 U.S.)

ARGENTINE INVESTIGATION:
Local advices of developed by our Buenos Aires office have been used as a basis for this report.

U.S.A. INVESTIGATION:

	AMOUNTS	OWES	PAST DUE	TERMS	PAYMENTS	REMARKS
1.	$ 40,000	7,000		S/D	PROMPT	
2.	20,000			2% C.A.D/90 S/D	net DISCOUNTS	Account in balance.
3.	5,700			3% Net Cash	DISCOUNTS	
4.	12,000			60 days S/D	ANTICIPATED	

SUMMARY:
THIS IS AN OLD AND WELL ESTABLISHED HOUSE. IT IS UNDER A RESPONSIBLE AND WELL CONNECTED MANAGEMENT CONTROLLING SUBSTANTIAL AND ONLY REASONABLY ENCUMBERED RESOURCES. INCREASED AND FAIR EARNINGS ARE BEING CLEARED. BILLS CONTRACTED ARE RETIRED PROMPTLY OR AT DISCOUNT. THE ACCOUNT IS HELD IN CREDIT FOR ITS LEGITIMATE REQUIREMENTS.

Please note whether name, business and street address correspond with your inquiry
The foregoing report is furnished at your request under your Subscription Contract, in STRICT CONFIDENCE by DUN & BRADSTREET Inc or its agents and employees for your exclusive use as an aid in determining the advisability of granting credit or insurance and for no other purpose.

These are sample pages from the Latin American Sales Index

A R G E N T I N A

RIO ARAZA (CHACO) — POP. 800 — BANKS: 18, 22 — PORT: ROSARIO — ECON. CLASS: A

Account Number	Capital Code	NAME	Account Number	ADDRESS	Account Number	LINE OF BUSINESS
1	Cx	COOP. AGRICOLA INDUSTRIAL "COLONIAS UNIDAS" DE TIROL LTDA.			1	M. COTTON GINNING, OILS, COOP. CO., AGRIC. IMPTS.

RIO CHICO (TUCUMAN) — POP. 200 — BANKS: 7, TUCUMAN — PORT: ROSARIO — ECON. CLASS: A

2	Cx	MACIEJENESKY, LAMBERTO	2	VILLA C. HILARET	2	M. SUGAR PRODUCE

RIO COLORADA (RIO NEGRO) — POP. 4,500 — PORT: BAHIA BLANCA — ECON. CLASS: A

3	Dx	ALONSO & CIA., LUIS			3	R. GENL. MDSE.
4	F	AZNAREZ, ERNESTO & JOAQUIN			4	A. AUTOS, MACH. SHOP

RIO CUARTO (CORDOBA) — POP. 36,700 — BANKS: 4, 7, 12 — PORT: BUENOS AIRES — ECON. CLASS: A

5	F	CAMBON E HIJOS	5	V. SARSFIELD 82	5	W. PHOTOGR., OPT. SUPP.
6	Cx	"CASA PAGANO" S.R.L.	6	RIVADAVIA Y LABARDIN	6	W. GROC., HDWE. AGRIC. MACHY. LUBRICANTS, GASOLINE, AUTOS PARTS & ACCESS.
7	E	FERRER HNOS	7	CALLE ALVEAR Y COLON	7	R.W. GENL. MDSE., GROC. HDWE. B. ODS.
8	E	GARNERO, ANTONIO	8	GRAL. PAZ 960	8	R. AUTO PARTS, VULC. SHOP
9	C	KOVIS, GROSOR E.	9	V. SARSFIELD 625	9	A. AGTS., AUTOS, TRUCKS
10	E	MACRI, CARMELO	10	SOBREMONTE 699	10	R. HABERDASHERY, TAILOR
11	D	MARTIN, ANTONIO	11	BLVD. GRAL ROCA 876	11	M.R.A. SAW MACH., RADIUS, VICT
12	B	RIPAMONTI LTDA. S.A. CAYETANO	12	RIVADAVIA ESQ. GRAL PAZ	12	W.R. GENL. MDSE. BAZ. ODS HDWE. PAINTS, CONST. MATL. AGRIC. MACHY. DEP. SHOP, SACKS, OR
13	D	SARQUIS & HNO. TUFIK	13	HQ. AT B.A.	13	W.R TEXT. NOTS., CLOTHG.
14	D	ZUNINO, VIRGILIO SANTIAGO	14	CONSTITUCION 602	14	W.R A. GROC., LIQ., WINES

RIO GALLEGOS SANTA (CRUZ) — POP. 4,000 — BANKS. 6, 7, 12, 16 — PORT: BAHIA BLANCA — ECON. CLASS: A

15	E	ARGUELLES, JOAQUIN	15	CASILLA DE CORREO 68	15	A. AGTS.
16	A	FERNANDEZ, EUGENIO			16	M. LIVEST., WOOL, SOAP, NOODLES
17	A	SUAREZ, LADOUCH LTDA. S.A. GANADERA	17	CALLE ROCA 991	17	M. LIVEST., BREEDERS, HIDES, WOOL

RIO GRANDE (TIERRA DEL FUEGO) — POP. 1,200 — BANKS: 18 — PORT: BAHIA BLANCA — ECON. CLASS: A

18	B	RAFUL, JOSE			18	W.R.A. GENL. MDSE.

RIO SECO (TUCUMAN)

19	Ex	VALERGA & CIA., FERRIN			19	W R[illegible] GENL. MDSE.

RIO SEGUNDO (CORDOBA)

20	Dx	CALZOLARI & PIPINO			20	W. GENL. MDSE.
21	Dx	SOBRAL, JOSE			21	W. GENL. MDSE.

RIVADAVIA (MENDOZA)

22	Cx	S.A. VINEDOS Y BODEGA "VICTORIO PIPPI"	22	CALLE ISAAC ESTRELLA S/N	22	W. WINERIES

RIVER A (BUENOS AIRES)

23	Dx	GRANJEROS UNIDOS SOC. COOP. AGRIC. LTDA.			23	W. AGRIC. PRODS., COUNTY. PROD.

ROJAS (BUENOS AIRES) — BANKS: 12

24	Px	BRAMATI E HIJOS, PEDRO	24	M. UNZUE DE ALVEAR 881	24	M.R. TILES
25	C	CABODI, TIBILETTI & CIA.	25	CALLE 8 MITRE Y ROJAS	25	M.W. FLOUR MILLING, NOODLES

ROLDAN (SANTA FE) — POP. 7,000 — BANKS: 7, SANTA FE — PORT ROSARIO — ECON CLASS A

26	Cx	"ROBERTO AMSLER," S. DE R.L.			26	R. GROC., GENL. MDSE., LUBR, BLDG. MATLS., CEREALS, AGRIC. IMP

ROQUE PEREZ (BUENOS AIRES) — POP. 3,800 — BANKS: 4, 6, 7, 10, 18, 20, 22 — PORT: BUENOS AIRES — ECON. CLASS: A

27	B	COLTRINARI, GERONIMO MIGUEL			27	M. CEREALS, AGRIC.

ROSARIO (SANTA FE) — POP. 510,000 — BANKS. 1, 2, 4, 7, 10, 11, 16, 19 — PORT ROSARIO — ECON. CLASS. C-A

28	Cx	ACETUNE & CIA., FRANCISCO	28	SANTA FE 1047	28	M. CANDLES
29	A	ACEVEDO PEDRA, DR. ALCIBIADES DE	29	CORDOBA 1480	29	M. RANCHER
30	Dx	ACHILLI, ERNESTO "A LA ITALO-URUGUAYA"	30	MAIPU 980	30	W.R. KNIT & SPORT ODS.
31	Ax	ACINDAR INDS. ARGENTINA DE ACEROS S.A.	31	OV. LAGOS 4280	31	M. STEEL INDUSTRY
32	Cx	ADAD, ABRAHAM			32	W. DRY ODS., BUTTONS
33	Cx	AGRIC. PEDERADOS ARGENTINOS, SOC. COOP. LTDA.			33	W. FARMING, FARM PRODS. OLIVES
34	Ex	AIZENSUD & EPSTEIN	34	SAN LUIS 1864	34	W.R. READY MADE CLOTHG., SHIRTS
35	A	ALABERN, PABREGA & CIA.	35	CORDOBA 1482	35	R.W. SACKS, BROKERAGE, GRAIN CONS.
36	Ex	ALBANESE & CIA.	36	ESPANA 640	36	R.M. MACH. SHOP
37	C	ALBANESI, RAFAEL GUALTERIO	37	SAN MARTIN 3601	37	M.W. CONST. MATLS.
38	D	ALIANAK HERMANOS	38	SAN LUIS 1940	38	W. TEXT., CLOTHG.
39	D	ALIBERTI, MARCENAT & CIA.	39	SAN MARTIN 1618	39	W.M. LEATHER ARTICLES, SOLES
40	C	ALLEMANDI & CIA. MARCELO, S.R.L.	40	L. N. ALEM 3232	40	M.W. CHEM. PRODS.
41	C	ALLEMANDI, OTEIZA & CIA.	41	L. N. ALEM 3233	41	M.W. CHEM. PRODS., TIN CANS
42	X	ALLIS-CHALMERS MANUFACTURING CO. ARG.	42	HQ. AT B.A.	42	W. IMP., AGRIC. IMPTS., MACHY.
43	D	ALONSO, CLAUDIO	43	CORRIENTES 1438	43	A.W. GROC., TEXT., OILS
44	Dx	ALONSO & CIA. S.R.L., DOMINGO	44	CORDOBA 1231 HQ. AT B.A.	44	R. DRESSES, NOTIONS, LACES
45	Cx	ALVAREZ, MANUEL	45	SARMIENTO 881/85	45	W.R. BOOKS, STATY.
46	F	ALVAREZ & CIA. LA QUIMICO INDUS. "ENERGIA"	46	RODRIGUEZ 1260/68	46	R. CHEM. PRODS.
47	Bx	AMBLONG & CIA.	47	TUCUMAN 1328 ENTRE RIOS 741	47	W.R. TIRES, OILS, GREASE, TIRE REP.
48	E	ANDRADE & CIA. ALEJANDRO E.	48	DEPOSITO 10	48	A.W. BLDG. MATLS.
49	F	ANDUJAR & MOSQUERA HNOS., S.R.L.	49	SAN MARTIN 728	49	M. ELEC. ODS., BRONZE ODS.
50	Ax	ANGELERI, JACUZZI & CO.	50	CORDOBA 1471	50	W.R CONSTR. MATL., FLUIDS, SUPPS.
51	B	ANGELINI (B) PELEGRINO	51	SAN MARTIN 984	51	R MEN'S FURNS., TAILOR
52	E	ANGELONI, JUAN	52	CARRITO 373	52	M. METAL FRAMES, WINDOW FRAMES, DOORS, SKYLIGHTS, STAIRS, MLE
53	E	ANGIOLINI, P.M.	53	MENDOZA 1718	53	W.R. GLASS, MIRRORS
54	F	ANSELMI & PENNO			54	R. GROC., LIQ.
55	Ax	ANTONIAN, S.A.	55	BV. ORONO 768	55	A. REALTY MANAGEMENT
56	E	ANTONELLI, MARINO	56	AYACUCHO 8998	56	M. WIRE ODS, NETTING, DOORS
57	E	ARIAS HERMANOS	57	SAN MARTIN 2202	57	R. DRY ODS., HABERDASHERY, SHIRTS
58	F	"ARTICULOS SANITARIOS CEMENTO ARMADO" A.S.C.A. S. DE R.L.	58	CORRIENTES 364	58	R. PLUMB. SUPPS., CEMENT
59	Dx	ASURENDI & CIA. PERRIN	59	SAN LORENZO 878	59	A.W. GENL. PROV.
60	D	AUDET HNOS.	60	SANTA FE 1264	60	M. SHOES
61	F	AYBERRON & CIA., S.R.L.	61	TUCUMAN 2842	61	W. WINE
62	Ex	BACALOR, JOSE	62	ENTRE RIOS 966	62	W.A. GROC., BEV., & TOBACCO

Courtesy of Dun and Bradstreet, Inc.

See pages 277–278 for discussion.

GARCIA Y MUNIZ, LTDA.

COLOMBIA
BOGOTA
Carrera 25 No. 12-41
Aptdo. Nacional 1483 - Aereo 253
Also at: Medellin, Cali and Barranquilla

LINE OF BUSINESS Distributors, Agents, Importers - Industrial, Electrical Machinery, Equipment, Supplies, etc.

ESTIMATE OF MEANS	P.200,000 (3)	RATE OF EXCHANGE	1 Peso $.5825 US
CREDIT RATING	B (Good)	NATIONALITY	Colombian
DATE OF INVESTIGATION	March 15, 1946	PROSPECTS	Favorable

PRINCIPALS: Juan Garcia, 56 years of age, married, and Rafael Muniz y Jaramillo, 50 years of age, married.

COMMERCIAL RECORD - ANTECEDENTS: Limited liability company, organized February 1938, succeeding partnership conducted as Garcia y Muniz since 1926. The principals are of good reputation and business ability. Both are graduate engineers and were employed by local industrial and public utility enterprises before entering business for themselves. They have worked hard, and have made steady progress since starting with an initial capital of P.75,000 in 1926.

FINANCIAL STATUS: Financial statement December 31, 1945:

ASSETS	Pesos	LIABILITIES	Pesos
Inventory & goods in transit	P.58,695.42	Accounts payable	P.34,265.18
Accounts receivable	51,941.87	Notes payable	13,546.20
Cash in bank	10,558.41	Customers deposits against purchases	72,456.00
Deposits against orders	72,803.60		
Commissions earned	37,259.30		
TOTAL QUICK ASSETS	P.231,258.60	TOTAL CURRENT LIABILITIES	P.120,267.38
FIXED ASSETS			
Furn., fix. & tools (less depreciation P.2,250.48)	6,879.24	Capital	150,000.00
Real estate (business)	95,677.90	Undivided profit	63,548.36
TOTAL ASSETS	P.333,815.74	TOTAL LIABILITIES	P.333,815.74

SUMMARY

Current Assets	P.231,258.60	Net Working Capital	P.110,991.22
Current Liabilities	P.120,267.38	Current Ratio	1.92

Fire insurance on merchandise P.60,000. On buildings and plant P.75,000.

Above figures, accepted as correct according to the company's books, indicate a sound financial condition. Net worth is estimated around P.200,000. All figures are in Colombian pesos.

SALES AGENCY FACILITIES: The company acts as exclusive sales representatives for several leading U. S. manufacturers of industrial equipment and supplies, usually importing direct and reselling to local industries, though in some industrial supply lines it operates on a commission basis. For the ---------- Electrical Mfg. Co. of ----------, it has for years been exclusive distributor for all Colombia, except the Depts. of Atlantico Bolivar and Magdalena. Other U. S. principals include ---------- of Peoria, Ill. (Diesels), ---------- Mfg. Co. of St. Louis, Mo. (Gasoline Engines), ---------- Belting Co. of Moline, Ill. (Leather Belting), ---------- Fan Co. of Pittsburgh, Pa. (Fans and Dryers), ---------- Co. of Cincinnati, O. (Machine Tools), ---------- Tool Co. of Cleveland, O. (Power Tools), etc. For most of these it covers all of Colombia, through branch offices and travelers. Specializes in sales to public utilities, railroads, sugar mills, petroleum companies and other industrial enterprises. Has a well equipped and staffed engineering and service department and installs machinery and equipment which it sells. U. S. principals report favorable experience with subjects as distributors.

PAY RECORD: In the local market the company is not known as a seeker of commercial credit; however, obligations are met promptly. Two local banks report all dealings satisfactory.

Several U. S. suppliers report granting credits in individual amounts from $300 to $10,000 on terms of sight draft d/p to 60 days d/a with payments usually prompt, though sometimes with 30 to 60 days delay, due mainly to formalities in connection with allotment of exchange.

CONCLUSION: THIS COMPANY IS DOING WELL UNDER PROGRESSIVE, COMPETENT MANAGEMENT. RECOMMENDED AS A GOOD CREDIT RISK FOR AMOUNTS UP TO $5/10,000 ON DRAFT TERMS. CONSIDERED A DESIRABLE SALES REPRESENTATIVE FOR INDUSTRIAL AND ENGINEERING PRODUCTS.

B-3

This is a Specimen Report.
Actual Names Not Used.

KEY TO CREDIT RATINGS

A—High B—Good C—Fair D—Borderline X—XX—Unacceptable

The correctness of this report is not guaranteed but having been obtained by us in good faith from authorities deemed reliable it is transmitted to you in strict confidence and for your exclusive use, in determining credit.

Courtesy of American Foreign Credit Underwriters Corp

See page 83 for discussion.

FOREIGN CREDIT INTERCHANGE BUREAU
National Association of Credit Men
One Park Avenue New York 16, N. Y.

FCIB While the information given in this report is obtained from sources deemed reliable, the accuracy of the information is not guaranteed and no responsibility is to attach to the Bureau or any of its representatives or agents

REPORT ON: [redacted]
Apt [redacted]
Caracas, Venezuela

10-10-44
Sheet# 231-A
Inq.# 103028

TERMS OF SALE

1 Open account payable ____ days from date of (a) Invoice (b) Factory shipment (c) Export shipment
2 Open account payable immediately upon receipt of (a) Documents (b) Invoices (c) Goods
3 Account Guaranteed
4 Voluntary remittance with order
5 Bell for cash in advance only
6 C O D or S/D B R D/L attached.
7 Cash against documents under (a) Irrevocable L/C - Confirmed (b) Irrevocable L/C - Unconfirmed (c) Revocable L/C
8 Authority to Purchase or Letter of Advice (a) Irrevocable with recourse (b) Irrevocable without recourse (c) Revocable with recourse (d) Revocable without recourse
9 Bank acceptance of bank in this country at ____ days.
10 Bank acceptance of foreign bank at ____ days.
11 Draft at____ days sight d/a
12 Draft at____ days date d/a.
13 Draft at____ days sight d/p
14 Draft at____ days date d/p
15 Clean draft at____days sight.
16 Clean draft at____days date
17 Consigned stock Terms?
18 Cash against shipping documents dock receipt or warehouse receipt. (a) At customer's office (b) At paying agency other than bank (c) At bank
19 .

MANNER OF PAYMENT

OPEN ACCOUNT
A Discounts
B Pays when due.
C. Slow
D Takes unauthorized discounts

DRAFTS
H Anticipates payment.
I Accepts and pays promptly
J Accepts promptly delays payment.
K Delays acceptance pays promptly
L Delays both acceptance and payment.
M Makes unjust claims.

GENERAL
N Account settled by attorney
O Account settled by arbitration or compromise
P Account still in dispute

WE RATE THE ACCOUNT
Q. High
R Good.
S Satisfactory
T Unsatisfactory
U Undesirable

How Long Sold	Terms of Sale: Key No	Terms of Sale: Details	Highest recent Account Within Past Year	Date Last Dealings	Amt. now Owing (including outstanding drafts)	Amount Past Due	Length of Time Past Due	Manner of Payment (Use Code)	Rating	REMARKS
Yrs.		Days								
5	11	120	2899	10-'44	2899			I	Q	
8	11	60	3868	10-'44	2032			I	R	
yrs.	16	90	2284	10-'44	1080	60	2mos.	I	S	$60.- disputed item
yrs.	1	120	2000	9-'44	1200				R	
12	16	90	1700	9-'44	1280			B	Q	
7	S/D	90	1000	9-'44	650			I	R	
4	11	90	750	8-'44	175				S	
yrs.	S/D	90	2500	8-'44	1960			I	Q	
yrs.	4		385	7-'44					R	
12	11	120	480	6-'44	212			H	Q	
yrs.	11	90	2865	6-'44				I	R	

GENERAL INFORMATION

Information dated August 1944 indicates that this firm was originally established in 1928 and reorganized in December 1938 as a stock company under the present style - Reported Capital - 350,000 Bolivares. Act as Importers, Wholesalers and Retailers of Drugs, Pharmaceuticals, Insecticides, etc. Principals are [redacted] Pres. and [redacted] General Manager - both Venezuelans. All reports are favorable.

This report is strictly confidential and for your own individual use only.

80M-8-43

ORIGINAL COPY

See page 435 for discussion.

SUBSCRIBER'S REPLY

FOREIGN CREDIT INTERCHANGE BUREAU

NATIONAL ASSOCIATION OF CREDIT MEN

ONE PARK AVE. NEW YORK 16, N. Y.

TO OBTAIN YOUR FREE RECIPROCAL REPORT YOUR INFORMATION SHOULD REACH THE BUREAU OFFICE BY

Name

Date of Last Clearance Address Inquiry No.

TERMS OF SALE

1. Open account payable days from date of
   (a) Invoice
   (b) Factory shipment
   (c) Export shipment
2. Open account payable immediately upon receipt of
   (a) Documents
   (b) Invoices
   (c) Goods
3. Account Guaranteed
4. Voluntary remittance with order
5. Sell for cash in advance only
6. C O D or %/D R R, B/L attached
7. Cash against documents under
   (a) Irrevocable L/C - Confirmed
   (b) Irrevocable L/C - Unconfirmed
   (c) Revocable L/C
8. Authority to Purchase or Letter of Advice
   (a) Irrevocable with recourse
   (b) Irrevocable without recourse
   (c) Revocable with recourse
   (d) Revocable without recourse
9. Bank acceptance of bank in this country at days
10. Bank acceptance of foreign bank at . . days.
11. Draft at____ __days sight d/a
12. Draft at_____days date d/a.
13. Draft at_____days sight d/p
14. Draft at_____days date d/p
15. Clean draft at_____days sight.
16. Clean draft at_____days date
17. Consigned stock. Terms?
18. Cash against shipping documents, dock receipt or warehouse receipt.
    (a) At customer's office.
    (b) At paying agency other than bank.
    (c) At bank.
19. .

MANNER OF PAYMENT

OPEN ACCOUNT

A. Discounts.
B Pays when due.
C Slow
D. Takes unauthorized discounts.

DRAFTS

H. Anticipates payment.
I Accepts and pays promptly
J Accepts promptly delays payment.
K Delays acceptance pays promptly
L. Delays both acceptance and payment.
M. Makes unjust claims.

GENERAL

N Account settled by attorney
O. Account settled by arbitration or compromise
P Account still in dispute.

WE RATE THE ACCOUNT

Q. High.
R. Good.
S Satisfactory
T Unsatisfactory
U Undesirable

How Long Sold	Terms of Sale: Key No	Terms of Sale: Detail's	Highest Recent Account Within Past Year	Date Last Dealings	Amt. now Owing (including outstanding drafts)	Amount Past Due	Length of Time Past Due	Manner of Payment (Use	Rating Code)	REMARKS (Use space below or reverse side if necessary)

Please list below or on reverse side other houses which you believe to be interested in this account **(give complete address)**

_____

_____

No._____ Subscriber's NAME _____

If you are no longer interested in this account and do not wish to be approached for information on future clearances - check here ☐

See page 435 for discussion.

I, ... Master of the said American ....., do solemnly, sincerely, and truly swear that the within List contains the names of all the Crew of the said vessel, together with the places of their birth and residence, as far as I can ascertain them.

..... Master.

Port of .....

Subscribed and sworn to this ... day of ....., 19 , before me

..... Deputy Collector

*I certify that this is a true copy of the List of the Crew of the American ..... of ....., whereof ..... is Master, taken from the original on file in this Office

GIVEN under my hand and seal of office, at the Customhouse, ... this ..... day of ....., in the year of our Lord one thousand nine hundred and .....

..... Deputy Collector

*This Certificate to be stricken out on the Original

Form 710A

DEPARTMENT OF COMMERCE
BUREAU OF NAVIGATION
AND STEAMBOAT INSPECTION
SHIPPING SERVICE

(Insert "Certified Copy of" when such is the case)

CREW LIST
OF THE
American ..... (Insert rig)

..... (Insert name of vessel)

..... Master

DATED:
Customhouse

Port of .....

....., 19....

N-885
11-1408

See page 228 for discussion.

Form I-480 (Old Form 680)
U. S. DEPARTMENT OF JUSTICE
IMMIGRATION AND NATURALIZATION SERVICE

LIST OR MANIFEST OF ALIENS EMPLOYED

Required under Act of Congress of February 5, 1917, to be delivered to the United States immi
port of the

Vessel ....., *arriving at* .....

	(1) No. on list	(2) Whether member of crew on last voyage to U S.	(3) NAME IN FULL		(4) Length of service at sea	(5) Position in ship's company	(6) SHIPPED OR ENGAGED	
			Family name	Given name			When	Where
	1							
	2							
	3							
	4							
	5							
	6							
	7							
	8							
	9							
	10							
	11							
	12							
	13							
	14							
	15							
	16							
	17							
	18							

Line .....

Owners .....

Local Agents .....

Immigrant Inspector.

[1]

See page 228 for discussion.

Sheet No. .....

ON THE VESSEL AS MEMBERS OF CREW

gration officer by the representatives of any vessel having such aliens on board upon arrival at a United States

....., *19*....., *from the port of*.....

(7) Whether to be discharged at port of arrival	(8) Whether able to read	(9) Age	(10) Sex	(11) Race*	(12) Nationality	(13) Height	(14) Weight	(15) Physical marks, peculiarities, or disease	(16) REMARKS (Including statement whether alien ever ordered deported from United States and if so, whether permission to reapply has been obtained)	(17) Action of Immigrant Inspector (This column for use of Government officials only)

*See list of races on back hereof

NOTE.—Failure to furnish full or correct information in columns (3), (5), (6), and (7) is punishable by a fine of ten dollars for each alien. See other side

16—18346

LIST OF RACES OR PEOPLES

Albanian.	Filipino.	Latvian.	Scandinavian (Norwegians, Danes, and Swedes).
Armenian.	Finnish.	Lithuanian.	
Bohemian.	Flemish.	Magyar.	Scotch.
Bosnian.	French	Manx.	Serbian.
Bulgarian.	German.	Montenegrin.	Slovak.
Chinese.	Greek.	Moravian.	Slovenian.
Croatian.	Hebrew.	Negro.	Spanish.
Cuban.	Hercegovinian.	Pacific Islander.	Spanish-American.
Dalmatian.	Irish.	Polish.	Syrian.
Dutch.	Italian.	Portuguese.	Turkish.
East Indian.	Japanese.	Rumanian.	Welsh.
English.	Korean.	Russian.	West Indian (except Cuban).
Estonian.		Ruthenian (Russniak).	

16—19340

IMPORTANT NOTICE TO MASTER

The list described below shall be prepared on blank forms approved by the Department and be ready for delivery to the immigration inspector boarding the vessel at the port of arrival, and shall in no instance be taken from the vessel. The list of changes of alien members of crews (Form 689) shall not be retained on board, but shall be delivered by the master to the principal immigration officer at the port. When an arriving seaman is a "workaway" a notation to that effect should be made on the manifest.

EXTRACT FROM ACT OF CONGRESS OF FEBRUARY 5, 1917

SEC. 36. That upon arrival of any vessel in the United States from any foreign port or place it shall be the duty of the owner, agent, consignee, or master thereof to deliver to the principal immigration officer in charge of the port of arrival lists containing the names of all aliens employed on such vessel, stating the positions they respectively hold in the ship's company, when and where they were respectively shipped or engaged, and specifying those to be paid off and discharged in the port of arrival; or lists containing so much of such information as the Secretary of Labor shall by regulation prescribe; and after the arrival of any such vessel it shall be the duty of such owner, agent, consignee, or master to report to such immigration officer, in writing, as soon as discovered, all cases in which any such alien has illegally landed from the vessel, giving a description of such alien, together with any information likely to lead to his apprehension; and before the departure of any such vessel it shall be the duty of such owner, agent, consignee, or master to deliver to such immigration officer a further list containing the names of all alien employees who were not employed thereon at the time of the arrival but who will leave port thereon at the time of her departure, and also the names of those, if any, who have been paid off and discharged, and of those, if any, who have deserted or landed, and in case of the failure of such owner, agent, consignee, or master so to deliver either of the said lists of such aliens arriving and departing, respectively, or so to report such cases of desertion or landing, such owner, agent, consignee, or master shall, if required by the Secretary of Labor, pay to the collector of customs of the customs district in which the port of arrival is located the sum of $10 for each alien concerning whom correct lists are not delivered or a true report is not made as above required, and no such vessel shall be granted clearance pending the determination of the question of the liability to the payment of such fine, and, in the event such fine is imposed, while it remains unpaid; nor shall such fine be remitted or refunded: *Provided*, That clearance may be granted prior to the determination of such question upon deposit of a sum sufficient to cover such fine.

EXTRACT FROM SUBDIVISION B, RULE 7

Par. 6. Clearance shall not be granted any vessel until the lists required by section 36 of the Act of February 5, 1917, have been furnished, and not then unless notice of liability to the administrative fine prescribed by said section or to that prescribed by section 35 of said act having been served, the deposit specified in rule 23 has been made.

EXTRACT FROM ACT OF CONGRESS APPROVED MAY 26, 1924

ALIEN SEAMEN

SEC. 19. No alien seaman excluded from admission into the United States under the immigration laws and employed on board any vessel arriving in the United States from any place outside thereof, shall be permitted to land in the United States, except temporarily for medical treatment, or pursuant to such regulations as the Secretary of Labor may prescribe for the ultimate departure, removal, or deportation of such alien from the United States

SEC. 20. (a) The owner, charterer, agent, consignee, or master of any vessel arriving in the United States from any place outside thereof who fails to detain on board any alien seaman employed on such vessel until the immigration officer in charge at the port of arrival has inspected such seaman (which inspection in all cases shall include a personal physical examination by the medical examiners), or who fails to detain such seaman on board after such inspection or to deport such seaman if required by such immigration officer or the Secretary of Labor to do so, shall pay to the collector of customs of the customs district in which the port of arrival is located the sum of $1,000 for each alien seaman in respect of whom such failure occurs. No vessel shall be granted clearance pending the determination of the liability to payment of such fine, or while the fine remains unpaid, except that clearance may be granted prior to the determination of such question upon the deposit of a sum sufficient to cover such fine, or of a bond with sufficient surety to secure the payment thereof approved by the collector of customs.

(b) Proof that an alien seaman did not appear upon the outgoing manifest of the vessel on which he arrived in the United States from any place outside thereof, or that he was reported by the master of such vessel as a deserter, shall be prima facie evidence of a failure to detain or deport after requirement by the immigration officer or the Secretary of Labor.

(c) If the Secretary of Labor finds that deportation of the alien seaman on the vessel on which he arrived would cause undue hardship to such seaman he may cause him to be deported on another vessel at the expense of the vessel on which he arrived, and such vessel shall not be granted clearance until such expense has been paid or its payment guaranteed to the satisfaction of the Secretary of Labor.

16—19340

Form 710A
SHIPPING SERVICE
Arts. 113 and 175, Custom Regulations of 1931

CREW LIST
Secs 4573, 4574, and 4575, Rev Stat.—U S C, title 46, secs. 466, 467, and 468

The United States of America

DEPARTMENT OF COMMERCE

BUREAU OF NAVIGATION AND STEAMBOAT INSPECTION

Persons Composing the Crew of the American _____ (Insert rig) *called the* _____ (Insert name of vessel)

of _____ (Insert hailing port), *bound for* _____

whereof _____ *is Master.*

11-1408

Line No.	NAME OF SEAMAN	BIRTHPLACE	CITIZEN OR SUBJECT OF	AGE	HEIGHT		DESCRIPTION		CAPACITY	NAME AND ADDRESS OF NEXT OF KIN	Line No.
					Feet	In.	Complexion	Hair			
1											1
2											2
3											3
4											4
5											5

AMERICAN WAREHOUSEMEN'S ASSOCIATION

See page 238 for discussion.

M-9759

Form G-14

UNITED STATES LINES COMPANY

CREW'S CUSTOMS DECLARATION

The importation into the United States of all kinds of alcoholic liquors narcotics, birds of paradise feathers, etc., is prohibited. The laws of the United States require that cigars, tobacco, merchandise or articles of any kind, and clothing not in actual use, belonging to the Master, Officers or crew, or which any of these persons are bringing into the United States for others, shall be entered on the ship's manifest.

It is hereby declared that the articles set forth opposite names of members of the crew listed below, are a full description of all goods, both private effects and articles for other persons, brought into the United States on the S. S._____ arrived _____, 19 ___, and it is further declared that there is no intoxicating liquor or contraband articles, either in their possession or hidden or stowed away on said S. S._____.

No.	NAME	RATING	ARTICLES DECLARED	VALUE	

I hereby declare that the Store List shows separately the bona fide sea and ship stores including all liquors and narcotics, and that the list of crew effects set forth, to the best of my knowledge and belief, a full description of all goods belonging to Master and members of crew and other persons as brought into the United States on board the_____ arrived_____ 19

_____
Master.

To be rendered in quintuplicate.

See page 228 for discussion.

See pages 84-86 and 885 for discussion.

ORIGINAL

REPUBLICA DEL ECUADOR
ADUANAS

NOTA— Para el correcto empleo de las columnas de este formulario consúltese, en caso de duda al Cónsul

Mercaderías remitidas por:	Puerto de descarga:	**FACTURA CONSULAR**
En el barco	Destino final	Núm de orden
Del puerto (o lugar)		Núm. de hojas
El día de de 19	Destinatario:	Hoja Número
Consignadas a		V/de la factura $
De la ciudad de		Dchos. Consulares $

REPUBLICA DEL ECUADOR · MINISTERIO DEL TESORO ·

MARCA	Numeración de los bultos	Cantidad de bultos	Clase de bultos	CONTENIDO DESCRIPTIVO DE LAS MERCADERIAS (Consúltese nomenclatura respectiva del Arancel Aduanero Ecuatoriano)	Valor real en dólares	Peso bruto en kilos	Peso legal en kilos	Cantidad legal	VALOR C I F			
TOTALES												

Fecha de certificación--Firma del Cónsul-Sello

País de origen de las mercaderías:

Permiso de Importación No.

Recomendación para Importar No.

Declaramos que son exactas todas las especificaciones de esta factura y que asumimos las responsabilidades legales de esta declaración

Firma del remitente

Observaciones del Cónsul (Nulas si no llevan al pie la firma del Consul)

DUTIABLE AND FREE LIST—*Continued*

Class No.	Unit	Par.		Duty
5955.590	——	1528	**AQUAMARINE,** cut, unset, TD 38519	10%
5954.590	——	1668	" rough, uncut	Free
0980.170	——	1677	**AQUARIUM fish,** nes.	Free
——	——	1101	**ARABIAN wool,** carpet wool	—
2161.000	lb.	11	**ARABIC** or senegal gum	½c lb.
2171.900	lb.	1686	" **gum,** insoluble, A 43637 (A[26]-★)	Free
8380.910	lb.	505	**ARABINOSE**	50%
1427.000	lb.	54	**ARACHIDE oil,** TD 37591	4c lb.
4107.700	m ft.	401	**ARAUCARIA lumber** (rough pine) (A[4]-A[24]-I.R.C. $1.50 + 50c M ft.)	I.R.C. $3 + $1 M ft.
2320.130	lb.	1609	**ARCHIL,** and extracts thereof, not containing alcohol	Free
2210.890	lb.	1669	**ARECA nuts,** betel, TD 37339	Free
8380.230	lb.	45	**ARECOLINE hydrobromide,** TD 48582	10c lb.
8329.000	lb.	1611	**ARGOLS,** tartar and wine lees, crude or partly refined containing less than 90% potassium bitartrate (A[21]-★)	Free
8330.000	lb.	9	" tartar and wine lees containing 90% or more of potassium bitartrate	5c lb.
8103.900	av. oz.	1748	**ARISTOCHEN,** TD 29834	Free
8150 100	——	5	**ARISTOL,** TD 28036, A 14816	25%
6900.390	——	397	**ARM bands,** or sleeve elastics, silver-plated steel wire c v. TD 39658	65%
6850.090	doz.	1527	" " valued above 20c, n/o $5 per doz. TD 39658 (A[12]-65%)	110%
6850.190	doz.	1527	" " valued over $5 doz (A[12]-65%)	110%
0699.890	——	1531	**ARMLETS,** kid leather, TD 27132, A 10311 (A[18]-25%)	35%
2210.890	lb.	1669	**ARNICA,** crude	Free
2220.490	lb.	34	" advanced	10%
8722.900	lb.	60	**AROMATIC** or odoriferous substances (A[12]-40c lb. + 30%)	40c lb. + 50%
1718.310	pf. gal.	802	**ARRACK**	$5 Pf. gal.
3799 900	——	1211	**ARRASENE,** TD 7924	65%
1229.000	lb.	1612	**ARROWROOT,** crude (A[18]-★)	Free
1229.000	lb.	1612	" **flour** (A[18]-★)	Free
1229.000	lb.	1612	" **starch** (A[18]-★)	Free
1229.000	lb.	1612	" mfd (A[18]-★)	Free
8020.200	lb.	27	**ARSANILIC acid**	7c lb. + 40%
9850.990	——	1558	**ARSENIAL flue dust,** TD 40226	20%
8220 050	lb.	1	**ARSENIC acid**	3c lb.
8220 480	lb.	1	" " anhydride, TD 47097	25%
6760.000	lb.	379	" **metallic**	6c lb.
8220 480	lb.	1	" **pentoxide,** TD 47097	25%
8380 005	lb.	1613	" **red**	Free
8380.005	lb.	1613	" **sulphide** of	Free
8201.000	lb.	1614	" **white** (A[24]-★)	Free
8201.000	lb.	1614	**ARSENIOUS acid** (A[24]-★)	Free
8070.900	lb.	28	**ARSPHENAMINE (salvarsan)**	7c lb. + 45%
9650.000	——	1809	**ART collections,** for exhibition	Free
3670.230	sq ft.	1117	" **squares,** ingrain, of whatever material composed	25%
9650.000	——	1809	" **works,** for exhibition	Free
9640.900	——	1811	" " produced prior to 1830 (A[18]-★)	Free
9640.700	——	1811	" " silverware (A[18]-★)	Free
9650.100	——	1810	" " for presentation	Free
9610 000	——	1810	" " of American artists	Free
1210.190	——	774	**ARTICHOKES, in natural state,** TD 29906	50%
9160 300	——	359	**ARTICULATORS, dental,** TD 45501	35%
9420.100	——	1535	**ARTIFICIAL baits**	45%
5278.790	——	218	" **eyes,** TD 26993	60%
0929.100	——	1518	" **feathers,** for millinery (A[12]-40%)	60%
9420.110	——	1535	" **flies** (A[18]-45%)	55%
3965.900	——	1518	" **flowers,** fruits, grains, grasses, leaves, stems, vegetables	60%
3965.100	——	1518	" " etc., of metal or rayon	90%
3965.500	——	1518	" " etc., of paper	60%
3800.000	lb.	1301	" **horsehair** (A[9]-35% n/u 30c lb.)	45% n/u 40c lb.
5420.700	——	214	" **teeth**—mineral substance, TD 32760 A 29498	30%
5360.520	doz.	212	" " vitrified, A 27729 (A[18]-45%)	70%
9640.900	——	1811	**ARTISTIC antiquities,** produced prior to 1830 (A[18]-★)	Free
9640.000	——	1811	" " furniture (A[18]-★)	Free
9640.700	——	1811	" " silverware (A[18]-★)	Free

(A = Rate of Duty under Reciprocal Trade Agreements; [1] = Number designates Foreign Country—See Green Insert)

[From the *Custom House Guide.*]

See pages 230 and 237 for discussion.

Customs Form 7560-A
TREASURY DEPARTMENT
8 50, C M 1943, 4 34,
10 9, 19 33, C R 1943
Nov 1944

PERMIT TO TRANSFER

(This form to be used when special form is not provided)

BUREAU OF CUSTOMS

THIS SPACE FOR NUMBER, AND CLASS OF ENTRY

District No. ....., Port of ....., Date filed ....., 19

To the { Inspector. / Storekeeper. / Appraiser. } You will permit the transfer from .....

to .....of the merchandise described below

Imported by .....

in the ....., on ....., 19

exported from ....., on ....., 19

MARKS AND NUMBERS	DESCRIPTION OF MERCHANDISE	THIS SPACE FOR USE OF CUSTOMS OFFICERS

Acting Deputy Collector.

U. S. GOVERNMENT PRINTING OFFICE

NOTE.—All necessary returns should be made hereon

16—9813-1

CUSTOMS OFFICER'S RETURN

STATION ....., ..., 19

TO THE COLLECTOR OF CUSTOMS:

I CERTIFY that the goods described hereon have been disposed of as directed, except as noted below:

.....

.....

.....

.....

.....

.....

.....

16—9812 ..... *of Customs.*

See page 621 for discussion.

Form No. 1986
FEDERAL SECURITY AGENCY
PUBLIC HEALTH SERVICE
(November 1941)

United States of America

~~DERATIZATION CERTIFICATE~~

DERATIZATION EXEMPTION CERTIFICATE

Given under Art. 28 of the International Sanitary Convention of Paris, 1926. (Not to be taken away by port authorities.)

Port of Charleston, South Carolina Date April 15, 19

THIS CERTIFICATE records the inspection and { exemption (d) ~~DERATIZATION~~ } at this port and on the above date, of the American S. S SEA NYMPH of 4832 net tons, from New Vessel

in accordance with the Quarantine Laws and Regulations of the United States At this time the holds were laden with no tons of - - - - - - - - - - - - cargo

COMPARTMENTS	RAT INDICATIONS (a)	RAT HARBORAGE		DERATIZATION				
				By Fumigation: Fumigant XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX; Hours exposure XXXXXXXXXXX			By Trapping, Catching, or Poisoning	
		Discovered (b)	Corrected	Cu ft space	Quantity used (c)	Rats recovered	Traps set or poison put out	Rats recovered
Holds No 1	None	None						
No. 2	None	None						
No. 3	None	None						
No. 4	None	None						
No. 5	None	None						
No. 6	No space							
No. 7	No space							
Shelter deck space	None	None						
Bunker space	Oil Burner							
Engine room and shaft alley	None	None						
Forepeak and storeroom	None	None						
Afterpeak and storeroom	None	None						
Lifeboats	None	None						
Chart and wireless rooms	None	None						
Galley and bakery	None	None						
Pantry	None	None						
Provision storerooms	None	None						
Quarters (crews)	None	None						
Quarters (officers)	None	None						
Quarters (cabin passengers)	No space							
Quarters (steerage)	No space							
LIST ANY OTHER COMPARTMENTS BELOW								
Magazines	None	None						
Messrooms	None	None						
Refrig. Storerooms	None	None						
Saloon	None	None						
TOTAL								

(DELETE ANY COMPARTMENTS NOT PRESENT)

NEW VESSEL

(a) Old or recent evidence of excreta, runs, or cutting (b) None, slight, moderate, or pronounced. (c) State pounds of sulphur or ounces of cyanide salts or HCN acid used
(d) State measures used for maintaining reduced rat population on vessel.

Recommendations made Due to the absence of rat life, it is recommended that formal inspections and deratization be waived for a period of six months unless plague infected or suspected ports are visited or evidence of rat activity is noted during that period.

Place and date of last acceptable fumigation.

New Vessel

John H. Linson
Chief Quarantine Officer, U. S. Public Health Service.
John H. Linson, Medical Director [SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—16800-1

Form 588 WE—84888
Printed in Canada

BANK OF MONTREAL P.O. Box. 6008

1-1 MONTREAL, QUE. Branch..... 19.....
MAIN OFFICE—119 ST. JAMES STREET, WEST

The undermentioned bills are unpaid and/or unaccepted for the reason indicated.
Please instruct us at your earliest convenience, quoting our numbers.
Unless you specially request us to do so, we shall not advise you again.

OUR No.	YOUR No.	NAMES AND ADDRESS	AMOUNT		DATE DUE	REASON (Refer key number below)

KEY TO REASONS

1. Goods not arrived.
2. Goods not checked.
3. Goods not as ordered.
4. Claims credit for goods returned.
5. No invoice received.
6. Drawee writing.
7. Out of town till..... .....
8. Unable to obtain from Drawee.
9. Exchange refused.
10. Will pay less discount.
11. Still in drawee's hands for acceptance
12. ....

To.....

.....

.....

See page 268 for discussion.

DISTRIBUTOR AGREEMENT

THIS AGREEMENT made this_____day of_____19____ between the _____ Co., a Delaware Corporation (hereinafter referred to as the company), and_____ _____. (hereinafter referred to as the distributor).

WITNESSETH: In consideration of the mutual covenants hereinafter contained and for the purpose of exploiting the sale within_____ _____ _____ (hereinafter referred to as the territory), of_____ _____ _____ _____ (hereinafter referred to as the material), as listed in the price sheets and catalogs issued by the company, it is agreed:

SECTION 1. The company will, during the term of this agreement, sell to the distributor and the distributor will purchase from the company material to be resold by the distributor in the territory. The distributor shall devote its best efforts for the adequate exploitation and sale of the material within the territory and shall maintain an organization sufficient therefor.

SEC. 2. The distributor shall not buy, sell, or negotiate for the sale of (1) material for use outside of the territory, nor (2) material of other manufacture that may in any way compete with that of the company without first obtaining the telegraphic or written consent of the company.

SEC. 3. The sale of incandescent electric lamps, electric household appliances, refrigerators, merchandising material and apparatus not specifically enumerated above is not included within the provisions of this agreement.

SEC. 4. The company shall sell the material to the distributor at the prices listed on the price sheets and catalogs currently distributed by the company from time to time, less the discounts authorized thereon. Any material not included in said price sheets or catalogs shall be the subject of special written or telegraphic quotation by the company, on request.

SEC. 5. The distributor shall promptly advise the company whenever special prices, shipping promises, terms, or other conditions are required to enable the distributor to secure business not otherwise obtainable. In such cases all elements relating thereto shall be agreed to in writing, or by telegraph, by the company and the distributor before the final closing of the order and shall not be used to establish a precedent.

SEC. 6. Unless otherwise authorized by the company all prices to the distributor shall include the usual export boxing, and shall be f. o. b. cars at point of shipment. Special packing may be charged for extra, at cost.

SEC. 7. The company may change or withdraw any prices or discounts at any time by telegraph or written notice. If, prior to the receipt of notice of any such change or withdrawal, the distributor shall have made any tenders based on special quotations furnished by the company or upon price lists, then the company will accept orders from the distributor in fulfillment of such tenders, provided such orders are received by the company at New York in the United States of America within 60 days (*a*) after the date of such special quotations, or (*b*) after the date of any notice of a change or withdrawal of any such listed prices or discounts; except that the company reserves the right to make special quotations binding for a less period than 60 days but in such event will so advise the distributor at the time of making said special quotations.

SEC. 8. The company guarantees the material to have the capacity and performance stated in the price lists or catalogs or submitted in its special written quotations, but the distributor shall assume all responsibility with regard to the sufficiency and suitability of said material for actual requirements in each instance. The company assumes no contingent liability for failure of material to meet the guarantee. All the material shall be carefully inspected and tested during or upon completion of manufacture, but any special tests required by the distributor may be charged for by the company, extra, at cost.

SEC. 9. The company will refer to the distributor for negotiation all inquiries for material received from or for the territory, unless other procedure appears advisable, but the company reserves the right, at its option, to negotiate and sell direct to others in the territory. On any such direct sales by the company the distributor will be compensated by such a commission, if any, as in the judgment

See pages 256–257 for discussion.

of the company may be warranted by the assistance rendered by the distributor and may be justified by the price obtained.

SEC. 10. Unless otherwise mutually agreed, all orders shall be payable net cash in currency of the U. S. A. upon presentation of shipping documents in New York.

SEC. 11. The company may take such steps as it considers desirable to promote the sale of the material in the territory, including the right at its option to send one or more representatives to spend the whole or a part of his or their time in the territory.

SEC. 12. The company shall not be responsible or liable for any loss, damage, detention, or delay caused by fire, strike, civil or military authority, insurrection or riot, railroad embargoes, lockout, tempest, accident, breakdown of machinery, faulty castings or forgings, delay in delivery of material by other parties or by any other cause which is unavoidable or beyond its reasonable control; nor in any event for consequential damages.

SEC. 13. If the distributor delays the shipment of any order which the company has completed for or on its behalf, payment shall be made therefor by the distributor as though shipment had been made, whereupon the material will be marked as the property of the distributor who shall pay to the company from time to time all storage and insurance charges thereon while such material is in the company's possession.

SEC. 14. The distributor shall not act as the agent for the company under this agreement, nor shall the distributor have any right or power hereunder to act for or to bind the company in any respect or to pledge its credit.

SEC. 15. No licenses are granted or implied by this agreement under any patents owned or controlled by the company or under which the company has any rights, except the right to sell and use material furnished by the company. No rights to manufacture are granted by this agreement.

SEC. 16. Unless cancellation shall be otherwise effected by mutual consent of the parties hereto, this agreement shall be and remain in force from and after the _____ day of _____, 19____, until either party gives to the other written notice of its intention to terminate the same on a day to be specified 3 months after the date when said notice is given, whereupon this agreement shall accordingly be terminated; except that if either party shall become insolvent, or if any petition in bankruptcy shall be filed by or against it, or if a receiver or trustee shall be appointed for any part or all of its property then this agreement may be terminated by the other party upon written notice of its intention to terminate the same on a day to be specified not less than 5 days after the date when said notice is given.

SEC. 17. The rights conferred on the distributor by this agreement are not assignable or transferable without the written consent of the company.

SEC. 18. In the event of any dispute between the parties hereto in any way arising or growing out of this agreement the same shall be referred to three arbitrators, one to be appointed by the distributor, one to be appointed by the company, and a third to be mutually agreed upon by the two arbitrators so appointed. The decision of a majority of the three arbitrators, including the apportionment of the expenses of the arbitration, shall be final and binding upon the parties hereto. The meetings of such arbitrators shall be held in the city of New York unless it shall be mutually agreed to hold such meetings elsewhere.

SEC. 19. This agreement shall be construed as having been made in and under the laws of the State of New York in the United States of America and shall be subject to the construction placed upon it by the courts of such State.

SEC. 20. All notices herein provided for may be given by personal delivery, by registered mail, or by telegraph addressed to the distributor at _____, or to the company, in the city of New York, State of New York, United States of America.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be duly executed the day and year first above written.

ATTEST

_____ The Company,

_____ *Secretary* By_____

*_____ Distributor_____ (SEAL)

*_____ By_____

* NOTE.—If the distributor is a corporation this agreement should be executed by its president, attested by its secretary, with the corporate seal attached; otherwise there should be two witnesses, who should sign as such, to the distributor's signature.

TR 4 REV. 100M 1-46

DOCK RECEIPT

THIS RECEIPT IN TRIPLICATE SHOULD ACCOMPANY THE GOODS TO THE PIER

New York and Cuba Mail Steamship Co.
FOOT OF WALL STREET
NEW YORK 5, N. Y.

ORIGINAL
(FOR SHIPPER)
NON-NEGOTIABLE

NEW YORK,_____ _____, 194__

RECEIVED AT PIER_____ FROM_____

FOR ACCOUNT OF_____ AS SHIPPER, IN APPARENT GOOD ORDER AND CONDITION EXTERNALLY (UNLESS OTHERWISE INDICATED HEREIN) THE FOLLOWING NUMBER OF ARTICLES AND PACKAGES, MARKED AS STATED BELOW (CONTENTS AND OTHER PARTICULARS BESIDE MARKS AND NUMBERS UNKNOWN BEING AS DECLARED BY SHIPPER AND NOT TO BE DEEMED PART OF DESCRIPTION OF GOODS HEREBY RECEIPTED FOR NOR EVIDENCE THEREOF AS AGAINST THE NEW YORK AND CUBA MAIL STEAMSHIP COMPANY).

FOR SHIPMENT ON S.S._____

FOR THE PORT OF_____ (or port of transshipment if steamer does not proceed to said port) the New York and Cuba Mail Steamship Company reserving the right to ship said goods in whole or in part in or upon a prior or subsequent steamer

MARKS AND NUMBERS	NUMBER AND KIND OF PACKAGES	SHIPPER'S DECLARATION OF CONTENTS	SHIPPER'S DECLARED VALUE (SEE BELOW)	SHIPPER'S CUBIC MEASUREMENT	SHIPPER'S WEIGHT

SHIPPING PERMIT NO._____ EXPORT DECLARATION NO._____

Said goods are received subject to delay and default in shipment caused or occasioned by war conditions, accumulation of other goods, riots, strikes, labor disturbances, lack of conveyances, lack of facilities of any sort and the like. The goods shall be subject to any prevailing charges for storing on wharf and/or in warehouse due to any such delays and any such charges shall be paid by shippers, consignees and/or assigns. The New York and Cuba Mail Steamship Company's regular bill of lading in use by it for similar shipments (upon the basis of which freight rates are fixed) shall be issued for said goods to the above named shipper. The New York and Cuba Mail Steamship Company shall not become responsible for the goods as carrier until the goods are actually loaded on steamer; until such loading it shall be liable only for loss or damage occasioned by its fault, such as an ordinary bailee is liable for, but subject also to the conditions, exceptions, and limitations of liability and value contained in said regular bill of lading with which shippers are understood to have acquainted themselves and to which they assent. If the value of any of the goods exceeds $500.00 per package, a rate of freight based thereon must be arranged before tender of the goods for shipment and the value of the goods be declared on delivery at the dock and inserted herein, failing which the goods shall be conclusively deemed received subject to the bill of lading limitation of value and liability to the invoice cost not exceeding $500.00 per package, or pro rata in case of partial loss or damage.

Shipper's weights as inserted herein will be relied on in handling the goods, and if incorrect, shipper and/or consignee shall be responsible for any loss or damage to carrier or others resulting therefrom.

This receipt is not negotiable.

NOTICE:—Attention of shippers is called to the fact that serious penalties are specified by law for delivery to a carrier of packages containing explosives and other dangerous articles without disclosure of the nature of the contents and that all such goods must be packed and marked in accordance with laws and regulations pertaining thereto.

NEW YORK AND CUBA MAIL STEAMSHIP COMPANY

_____
RECEIVING CLERK

See pages 857 and 543 for discussion.

AMERICAN PIONEER LINE
UNITED STATES LINES CO.

(SPACES IMMEDIATELY BELOW FOR SHIPPERS MEMORANDA—NOT PART OF DOCK RECEIPT)

D/R No.

FORWARDING AGENT—REFERENCES

EXPORT DEC. No

DELIVERING CARRIER TO STEAMER:

CAR NUMBER — REFERENCE

DOCK RECEIPT

SHIP	FLAG	PIER	PORT OF LOADING
PORT OF DISCHARGE FROM SHIP			

SHIPPER

PARTICULARS FURNISHED BY SHIPPER OF GOODS

MARKS AND NUMBERS	NO OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	Gross Weight in Kilos	GROSS WEIGHT IN POUNDS

DELIVERED BY:

TRUCK LIGHTER NO.

ARRIVED — DATE TIME

UNLOADED — DATE TIME

CHECKED BY

PLACED IN SHIP / ON DOCK LOCATION

Original

NOT NEGOTIABLE

N-2565—U S L 8-46 PRINTED IN U S A

Received the above-described merchandise for shipment as indicated hereon, subject to all conditions of the undersigned's usual form of Dock Receipt and Bill of Lading. Copies of the undersigned's usual form of Dock Receipt and Bill of Lading may be obtained from the Master of the vessel, the vessel's agent, or from the United States Maritime Commission, Washington, D. C.

UNITED STATES LINES COMPANY

BY

Receiving Clerk

Date

[1]

See pages 257 and 543 for discussion.

SHIPPERS ARE REQUESTED TO FILL OUT AS BELOW

MARKS	NO. OF PKGE	MEASUREMENTS						TOTAL CUBIC FT.		GROSS WEIGHT
		LENGTH		BREADTH		DEPTH				
		FT.	IN.	FT.	IN.	FT.	IN.	FT.	IN.	
							TOTALS			

*

See pages 257 and 543 for discussion.

417 NY (4-46)

UNITED FRUIT COMPANY

STEAMSHIP SERVICE

DOCK RECEIPT

ORIGINAL
(For Shipper)
NON-NEGOTIABLE

New York, ... 19 .....

Received at Pier ... from. ..... as the shipper, in apparent good order and condition externally, the following number of articles and packages, marked as stated below (contents and other particulars besides marks and numbers unknown being as declared by shipper and not to be deemed part of description of goods hereby receipted for nor evidence thereof as against the United Fruit Company), for shipment on S S ..... for ..... (or port of transshipment if steamer does not proceed to said port) the United Fruit Company reserving the right to ship said goods in whole or in part in or upon a prior or subsequent steamer

MARKS	NUMBERS	NO. OF PACKAGES	KIND OF PACKAGES	SHIPPER'S DECLARATION OF CONTENTS	SHIPPER'S VALUE	SHIPPER'S MEASUREMENT	SHIPPER'S WEIGHT	PERMIT
								NO. .....
								EXPORT DECLARATION
								NO .....

DOOR NO.	PAPERS EXAMINED AND SHIPMENT PERMITTED	LINE NO	CHECKER'S SIGNATURE	TIME IN	TIME OUT
	O K. CLERK		NO OF PACKAGES -		

This receipt is not negotiable and is issued for record purposes only

Said goods are received subject to delay and default in shipment caused by accumulation of other goods, riots, strikes, labor disturbances, lack of conveyances, room or facilities of any sort and the like The goods shall be subject to all charges for storing on wharf and/or in warehouse due to any such delays and any such charges shall be paid by shippers, consignee and/or assigns The United Fruit Company's regular bill of lading in use by it for similar shipments (upon the basis of which freight rates are fixed) shall be issued for said goods to the above named shippers The United Fruit Company shall not become responsible for the goods as carrier until the goods are actually loaded on steamer, until such loading it shall be liable only for loss or damage occasioned by its fault, such as an ordinary bailee is liable for, but subject also to the conditions, exceptions and limitations of liability and value contained in said regular bill of lading with which shippers are understood to have acquainted themselves and to assent to If the value of any of the goods exceeds $500 00 per package a rate of freight, based thereon must be arranged before tender of the goods for shipment and the value of the goods be declared on delivery at the dock and inserted herein, failing which, the goods shall be conclusively deemed received subject to the bill of lading limitation of value and liability to the invoice cost not exceeding $500 00 per package

Shipper's weights as inserted herein will be relied on in handling the goods, and if incorrect, shipper and/or consignee shall be responsible for any loss or damage to carrier or others resulting therefrom.

Attention of shippers is directed to Sections 235 and 236 of the United States Criminal Code, as amended, and Section 4472 of the United States Revised Statutes, as amended and to regulations made in pursuance thereof regulating the delivery or tender for shipment of explosives and any other dangerous articles, and the marking thereof, and imposing penalties for violation up to $10,000 or ten years imprisonment, or both.

UNITED FRUIT COMPANY

RECEIPT NO. 420

RECEIVING CLERK .....

Extracts from the Revised Statutes of the United States Governing Transportation of Dangerous Articles upon Vessels Employed Between Ports in the United States and Foreign Ports.

SECTION 4278:

It shall not be lawful to transport, carry or convey, ship, deliver on board, or cause to be delivered on board, the substance or article known or designated as nitro-glycerine, or glynon oil, nitroleuh, or blasting oil, or nitrated oil or powder mixed with any such oil, or fiber saturated with any such article or substance upon or in any vessel or vehicle used or employed in transporting passengers by land or water, between a place in any foreign country and a place within the limits of any State, Territory or District of the United States, or between a place in one State, Territory or District of the United States, and a place in any other State, Territory or District thereof.

SECTION 4279:

It shall not be lawful to ship, send or forward any quantity of the substances or articles named in the preceding section, or to transport, convey or carry the same by vessel or vehicle of any description upon land or water, between a place in a foreign country and a place within the United States, or between a place in one State, Territory or District of the United States, and a place in any other State, Territory or District of the United States, unless the same shall be securely enclosed, deposited or packed in a metallic vessel surrounded by plaster of Paris, or other material that will be non-explosive when saturated with such oil or substance, and separate from all other substances, and the outside of the package containing the same to be marked, printed or labeled in a conspicuous manner with the words "Nitro-Glycerine, dangerous."

SECTION 4288:

Any person shipping oil of vitriol, unstacked lime, inflammable matches, or gunpowder in a vessel taking cargo for divers persons on freight, without delivering, at the time of shipment, a note in writing, expressing the nature and character of such merchandise, to the master, mate, officer, or person in charge of the lading of the vessel, shall be liable to the United States in a penalty of one thousand dollars.

SECTION 4472:

No loose hay, loose cotton, or loose hemp, camphene, nitro-glycerine, naphtha, benzine, benzole, coal oil, crude or refined petroleum, or other like explosive burning fluids, or like dangerous articles, shall be carried as freight or used as stores on any steamer carrying passengers, nor shall baled cotton or hemp be carried on such steamers unless the bales are compactly pressed and thoroughly covered and secured in such manner as shall be prescribed by the regulations established by the board of supervising inspectors with the approval of the Secretary of Commerce and Labor, nor shall gunpowder be carried on any such vessel except under special license, nor shall oil of vitriol, nitre or other chemical acids to be carried on such steamers except on the decks or guards thereof or in such other safe part of the vessel as shall be prescribed by the inspectors Refined petroleum, which will not ignite at a temperature less than one hundred and ten degrees of Fahrenheit thermometer may be carried on board such steamers upon routes where there is no other practicable mode of transporting it, and under such regulations as shall be prescribed by the board of supervising inspectors with the approval of the Secretary of Commerce and Labor, and oil or spirits of turpentine may be carried on such steamers when put in good metallic vessels or casks or barrels well and securely bound with iron and stowed in a secure part of the vessel, and friction matches may be carried on such steamer, when securely packed in strong tight chests or boxes, the covers of which shall be well secured by locks, screws, or other reliable fastenings, and stowed in a safe part of the vessel at a secure distance from any fire or heat. All such other provisions shall be made on every steamer carrying passengers or freight, to guard against and extinguish fire, as shall be prescribed by the board of supervising inspectors and approved by the Secretary of Commerce and Labor Nothing in the foregoing or following sections of this Act shall prohibit the transportation by steam vessels of gasoline or any of the products of petroleum when carried by motor vehicles (commonly known as automobiles) using the same as a source of motive power. (*Provided, however*). That all fire, if any, in such vehicles or automobiles be extinguished immediately after entering the said vessel, and that the same be not relighted until immediately before said vehicle shall leave the vessel (*Provided, further*), That any owner, master, agent, or other person having charge of passenger steam vessels shall have the right to refuse to transport automobile vehicles the tanks of which contain gasoline, naphtha, or other dangerous burning fluids.

(*Provided, however*), That nothing in the provisions of this Title shall prohibit the transportation by vessels not carrying passengers for hire, of gasolene or any of the products of petroleum for use as a source of motive power for the motor boats or launches of such vessels.

SECTION 4473:

Every bale of cotton or hemp that shall be shipped or carried on any passenger steamer, without conforming to the provisions of the preceding section, shall be subject to a penalty of five dollars, and shall be liable to seizure and sale to secure the payment of such penalty

SECTION 4475:

All gunpowder, nitro-glycerine, camphene, naphtha, benzine, benzole, coal oil, crude or refined petroleum, oil of vitriol, nitre or other chemical acids, oil or spirits of turpentine, friction matches, and all other articles of like character, when packed or put up for shipment, shall be securely packed and put up separately from each other, and from all other articles, and the package, box, cask or other vessel containing the same shall be distinctly marked on the outside with the name or description of the articles contained therein.

SECTION 4476:

Every person who packs or puts up or causes to be packed or put up for shipment any gunpowder, nitro-glycerine, camphene, naphtha, benzine, benzole, coal oil, crude or refined petroleum, oil of vitriol, nitre or other chemicals acids, oil or spirits of turpentine, friction matches, or other articles of like character, otherwise than as directed by the preceding section, or who knowingly ships or attempts to ship the same or deliver the same to any such vessel as stores, unless duly packed and marked, shall be deemed guilty of a misdemeanor, and punished by fine not exceeding ~~two~~ thousand dollars or imprisonment not exceeding eighteen months, or both, one-half of the fine to go to the informer, and the articles to be liable to seizure and forfeiture.

SECTION 5353:

Every person who knowingly transports, or delivers, or causes to be delivered, nitro-glycerine, nitroleum or blasting oil, or nitrated oil, or powder mixed with any such oil, or fibre saturated with any such substance, or article, on board any vessel or vehicle whatever, employed in conveying passengers by land or water between any place in a foreign country and any place within the United States, or between a place in one State, Territory or District of the United States, and a place in any other State, Territory or District thereof, shall be punished by a fine of not less than one thousand dollars, nor more than ten thousand dollars, one-half to the use of the informer.

SECTION 5354:

When the death of any person is caused by, the explosion of any quantity of such articles, or either of them, while the same is being placed upon any vessel or vehicle, to be transported in violation of the preceding section, or while the same is being so transported, or while the same is being removed from such vessel or vehicle, every person who knowingly placed or aided, or permitted the placing of such articles upon such vessel or vehicle, to be so transported, is guilty of manslaughter, and shall suffer imprisonment for a period of not less than two years.

SECTION 5355:

Every person who knowingly ships, sends or forwards any quantity of the articles mentioned in Section fifty-three hundred and fifty-three, or who transports the same by any mode of conveyance upon land or water, between any of the places specified in that section, unless such articles be securely enclosed, deposited or packed in a metallic vessel surrounded by plaster of Paris, or other non-explosive material when saturated with such oil, and separated from other substances, and the outside of the package to be marked, printed or labeled in a conspicuous manner with the words "Nitro-glycerine; dangerous," shall be punished by a fine of not less than one thousand and not more than five thousand dollars, one-half to the use of the informer.

[2]

DRAFT, NINETY DAYS AFTER SIGHT

Bill of EXCHANGE for

SAN FRANCISCO, CAL. May 5, 19 $ 15,750.00 Dollars U.S. Currency

NINETY DAYS AFTER SIGHT PAY TO THE ORDER OF

DOE AND ROE

* * *FIFTEEN THOUSAND SEVEN HUNDRED AND FIFTY U. S. DOLLARS ONLY* * * * * * * * * * DOLLARS U.S. Currency

VALUE RECEIVED AND CHARGE THE SAME TO ACCOUNT OF Acceptance Agreement No. 1234 Covering Shipment Lumber U.S.A. to Peru

To

11-35 INTERNATIONAL BANKING DEPARTMENT 11-35

Bank of America
NATIONAL TRUST & SAVINGS ASSOCIATION
SAN FRANCISCO, CALIFORNIA

DOE AND ROE

BY John Doe, Partner

DRAFT, SIGHT

No ..... 19 .....

Amount

Encld.
Advt.
Dup.

BE. 11

No

19

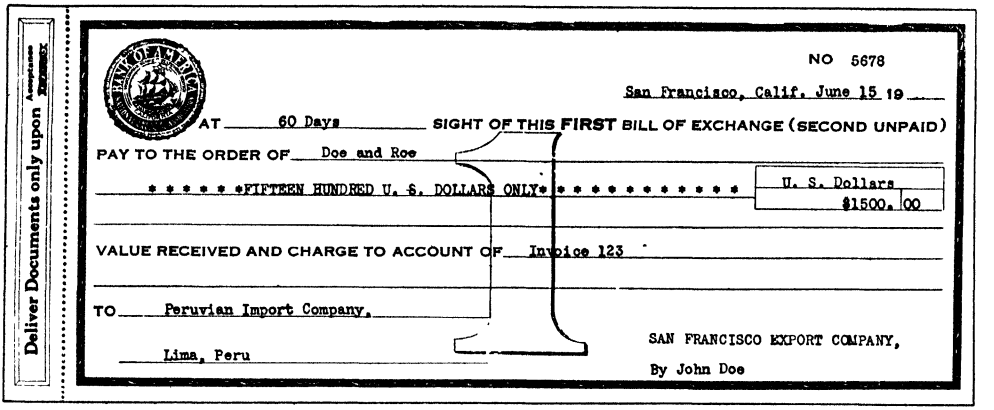
On Demand pay to

or order the sum of

and charge to our A/c

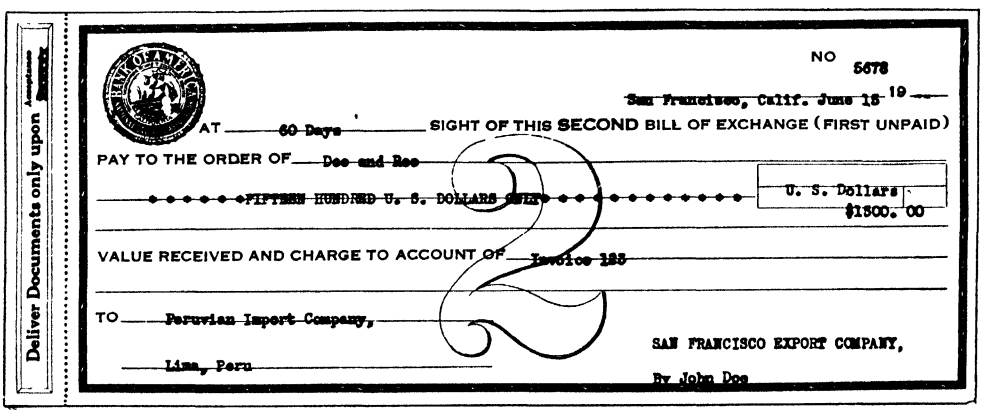
See pages 262–272 for discussion.

(First bill of exchange)



DRAFT, SIXTY DAYS AFTER SIGHT

(Second bill of exchange)



See pages 262–272, 308, and 528 for discussion.

Customs Form 4467
TREASURY DEPARTMENT
19 L. C. M. 1943, 10 1, 10.66, 10 67, C. R. 1943.
Nov. 1942

CERTIFICATE OF EXPORTATION

UNITED STATES CUSTOMS SERVICE

No. _____

Port _____ _____, 19____

The following articles were exported by _____
(Name of actual shipper)

for account of _____ from the port of _____
(Name and address)

on the _____, cleared for _____ on _____, 19____
(Vessel or conveyance)

covered by Export Declaration No. _____ Notice of Intent No. _____ was filed at the port of

_____ Drawback { has been / has not been } claimed.
(Strike out inapplicable language)

MARKS, NUMBERS, AND DESCRIPTION OF ARTICLES EXPORTED	VALUE

MARKS, NUMBERS, AND DESCRIPTION OF ARTICLES RETURNED	

Please verify the above statement as to exportation and certify to the facts of exportation for the use of the collector of customs at the port of _____

_____
Collector or Applicant.

District No. _____, Port _____, _____, 19____

The records of this office show that the articles described above, and in the quantities stated, were exported from this port as set forth; that all customs requirements were complied with except as noted; and that drawback in the amount of $_____ has been paid.

TO COLLECTOR OF CUSTOMS:

_____
Deputy Collector.

Port of _____

(To be prepared IN DUPLICATE and used as combined application and certificate of exportation)

U. S. GOVERNMENT PRINTING OFFICE 16—32053-2

See pages 273–274 for discussion.

TO SHIPPERS INTERESTED IN THE UNITED STATES CUSTOMS DRAWBACK

"Notice of Intent" to export is to be prepared by the shipper or his Drawback agent, **the original and two copies of which are to be airmailed by the shipper directly to the Collector of Customs** at the port of export from the United States through which the shipment is routed. Point of export from the United States is shown against "Point A" in the middle of the face of the Airwaybill issued.

In addition to the above, two copies of the "Notice of Intent" should **be delivered to the receiving agent of the Railway Express Agency, Inc.** with the U. S. Shipper's Export Declaration (in quadruplicate) and the shipment. Each copy of the U. S. Shipper's Export Declaration should bear the following clause: "Exported with benefit of Drawback".

As an exception to the above, if the shipment moves "In Bond" from point of origin to the Pan American International Airport of Export the above-mentioned "Notice of Intent" need not accompany the shipment. However, Customs Manifest Form 7512, signed by a Customs Official, must accompany the shipment.

Customs House copies of Airwaybills may be obtained by the shipper on request to the Express Traffic Department, Pan American Airways, Inc., Chrysler Bldg., New York 17, N. Y. Request must be accompanied by an exact copy of the "Shipper's Copy", one for each shipment. A supply of blank forms for this purpose may be obtained on request to the above address.

This company cannot assume responsibility for shipments being exported under supervision of U. S. Customs Inspectors at the Airport of export from the United States, which is absolutely necessary to obtain benefit of Drawback. unless the shipper has carried out instructions as above.

See pages 273–274 for discussion.

DUN & BRADSTREET, Inc.
Offices throughout the World

Order for FOREIGN SERVICE, DUN & BRADSTREET, Inc.

The Undersigned hereby employs DUN & BRADSTREET, INC. *to furnish the service specified below in Schedule A, B, or C for the term beginning* .....,*19*....., *and ending* .....,*19*....., *and agrees to pay in advance the sum of* ..... *Dollars* ($.....).

☐ SCHEDULE A. (SPECIAL REPORT SERVICE ON FOREIGN NAMES). *If the names inquired on exceed a maximum of*....., *the undersigned agrees to pay on demand for such additional reports at the rate of* $..... *each.*

☐ SCHEDULE B. (STANDARD CONSOLIDATED SERVICE—INCLUDING THE LATIN AMERICA SALES INDEX AND REPORTS). DUN & BRADSTREET, INC. *is to loan to the undersigned a copy of the current issue of the Latin America Sales Index and its Supplements during the term of this subscription. If reports inquired for exceed a maximum of*....., *the undersigned agrees to pay on demand for additional reports at the rate of $4.00 (Four Dollars) each.*

☐ SCHEDULE C. (LIMITED SERVICE—INCLUDING THE LATIN AMERICA SALES INDEX AND TWO COMMERCIAL REPORTS). DUN & BRADSTREET, INC. *is to loan to the undersigned a copy of the current issue of the Latin America Sales Index and its Supplements during the term of this subscription. Reports on any two names listed in such Latin America Sales Index or its Supplements will be made available. If additional reports are inquired for, the undersigned agrees to pay at the rate of $5.00 (Five Dollars) each.*

This contract is subject to the conditions shown on the reverse side to which the Undersigned expressly agrees.

Name.....

Individual Signing.....

Date Signed.....*19*..... *Mailing Address*.....

Business .....

TERMS OF SUBSCRIPTION

(1) That all information, whether printed, written or oral, submitted in answer to regular or special inquiry or voluntarily furnished by DUN & BRADSTREET, INC., its officers, agents or employees to the Undersigned, shall be held in strict confidence, and shall never be revealed or made accessible in any manner whatever to the persons reported upon or to any others.

(2) That the Undersigned will neither request information for the use of other persons or concerns, nor permit it to be done under this subscription

(3) That this agreement covers service to the Undersigned at only a single place of business, unless otherwise stated, and that the Latin America Sales Index and all Supplements loaned at any time shall be kept and used only at the single place of business specified in this subscription, and shall be returned to the Company without further notice upon receipt by the Undersigned of any subsequent edition or at the expiration of this subscription.

(4) That the said Company does not guarantee the correctness of the aforesaid information whether printed, written or oral.

(5) That the said Company shall not be liable for any loss or injury caused by the neglect or other act or omission of said Company or any of its officers, agents or employees in procuring, collecting and/or communicating said information, or for delay in delivery of the Latin America Sales Index and all Supplements due to strikes, fires or contingencies beyond its control.

(6) That the conditions and obligations of this agreement apply from the date of signing this contract to all information, including the Latin America Sales Index and all Supplements furnished at any time to the Undersigned, and whether relating to concerns located within or without said territory.

(7) That the Company reserves the right to reject or terminate this subscription at any time and retake the Latin America Sales Index and all Supplements upon refund of the unearned portion of the above mentioned consideration.

(8) That the conditions of this subscription, as set forth above, embody all the agreements and the understandings of every nature made concerning it by said Company or its agents or employees acting in its behalf either orally or in writing, and that the authority to modify, alter or amend this subscription or any portion thereof, after being signed, rests solely with an authorized official of DUN & BRADSTREET, INC., and if any change is made it must be in writing

See pages 277–278 for discussion.

Customs Form 7507
TREASURY DEPARTMENT
6.7, C. R. 1943
June 1944

UNITED STATES OF AMERICA
ENTRY DECLARATION OF AIRCRAFT COMMANDER (*Entry Immigration and Customs*)

(Place of last departure from port or place outside the United States) _____ (Date of such departure), 194__ Aircraft _____ (Identification marks)

Owned by _____, address _____, whereof _____ is commander.

Arrived at airport of entry of _____ on _____, 194__

1 _____
2 _____
3 _____
4 _____
5 _____

(Space above reserved for immigrant inspector's notation of action as to employees listed hereon.)

IMMIGRATION LISTS (See instructions on back hereof)

ALIENS EMPLOYED ON THE AIRCRAFT AT THE TIME OF ARRIVAL FROM OUTSIDE THE UNITED STATES

(Except employees arriving at a land border airport from Canada or Mexico)

Name in Full		Age	Sex	Country		Race	Number of Airman's Certificate, if any	Engagement		Position on Aircraft	Whether to be Discharged in U. S.	Whether Ever Ordered Deported From U. S.	If so, Whether Permission to Reapply Obtained
Family Name	Given Name			Of Which Citizen or Subject	Of Birth			Place	Date				
													1
													2
													3
													4
													5

PASSENGERS (ALIENS AND CITIZENS) EMBARKED AT _____ ARRIVING ON THE AIRCRAFT

(Except passengers arriving at a land border airport from Canada or Mexico or arriving in travel between the mainland and Alaska)

Name in Full		Age	Sex	If U. S. Citizen, Destination in U. S. (Permanent residence)	If U. S. Citizen With U. S. Passport State Date and Number Thereof If no Passport State					
					In case of citizen by birth			In case of citizen by naturalization		
Family Name	Given Name				Date of	State	City or Town	Date of	Name of Court	Place

The foregoing information and that stated in each information sheet herewith as required for alien passengers listed hereon is, to the best of my knowledge and belief, correct and complete.

16—34508-4

Signature _____
(Aircraft commander)

See pages 79, 80, and 415–417 for discussion.

Customs Form 7507
TREASURY DEPARTMENT
6.7, C R 1944
June 1944

UNITED STATES CUSTOMS SERVICE

INWARD MANIFEST OF AIRCRAFT

MANIFEST NUMBER

REPORT AND MANIFEST of merchandise laden at* _____ Aircraft _____
(Identification marks)

Owned by _____, address _____, whereof _____ is commander.

Arrived at airport of entry of _____ on _____, 194...

ENTRY OR G. O. No.	NUMBER AND DESCRIPTION OF PACKAGES AND CONTENTS	SHIPPER	SHIPPING POINT	CONSIGNEE	DESTINATION
(A notation such as "express as per airway bills attached" and showing the waybill numbers will be acceptable, otherwise full information required herein will be necessary)					

I, the undersigned, do solemnly swear that the report and manifest subscribed in my name and now delivered by me to the collector of customs of the port named above contains to the best of my knowledge and belief, a just and true account of all the goods, wares and merchandise, including packages of every kind and nature whatsoever, which constitute the contents of lading of the aircraft named above, that the said manifest contains a just and true account of all the lading of said aircraft when the same first arrived within the limits of the United States, and I have been, since the arrival of said aircraft within the United States, commander or person in charge of said aircraft, and that no packages whatsoever, nor any goods, wares, or merchandise have been taken out, unladen, or in any way removed from said aircraft since its arrival within the United States

And I further swear that if I shall hereafter discover or know of any other or greater quantity of goods, wares, or merchandise of any kind and nature whatsoever than is contained in the report and manifest subscribed to and now delivered by me, I will immediately and without delay make due report thereof to the collector of the district named above and that I will also mail to the Comptroller of Customs having jurisdiction over the accounts of the collection district in which the entry of aircraft is to be made a true copy of the corrected manifest filed on any post entry And, I further swear that before entering or filing manifest at the customhouse, I mailed to the Comptroller of Customs having jurisdiction over the accounts of the collection district involved a true copy of this manifest

I further swear that I have to the best of my knowledge and belief delivered to the proper postal officials every letter and every bag, packet, or parcel of letters, which was on board the said aircraft during its last flight, or which was in my possession or under my power or control.

SUBSCRIBED AND SWORN to before me this ..... day of _____, 194...

Signature _____
(Aircraft commander)

_____
(Title or designation)

*If laden at more than one port, the place of lading must be stated immediately above the goods described or use separate sheet.
The journey logbook shall contain the statements prescribed for the United States public health requirements (42 CFR 11.513).

(THIS FORM FOR SALE BY COLLECTORS OF CUSTOMS AT PRICE OF 65 CENTS PER PAD CONTAINING 100 COPIES)
This form may be printed by private parties provided it conforms to official form in size, wording, arrangement, and quality and color of paper

16—24309-2 U. S. GOVERNMENT PRINTING OFFICE

[2]

INSTRUCTIONS

PREPARATION OF IMMIGRATION LISTS ON THIS FORM

The lists and spaces above them must be filled out in the English language, typewritten or printed in ink.

The listing of alien employees may be continued in the passenger list with its heading and column captions stricken out, and likewise on additional original immigration lists, if necessary. In either case the listing of passengers must be done only on other additional immigration lists. The lists must also be detached from the inward manifest (Customs) and be delivered to the immigration officer as required by paragraph (c) below.

RACE (PEOPLE)

The entry under "Race" on the front of this sheet should show the race (people) as given in the list on the back of the information sheet required by paragraph (c) below. Abbreviations as shown by the italics in that list should be used

DISPOSITION OF ENTRY DECLARATIONS

(Section 4.8, Title 19, Code of Federal Regulations; * * *)

(c) The aircraft commander's entry declaration required by this section shall be in triplicate and be disposed of as follows:

(1) The original and both copies of the immigration lists shall be detached by the aircraft commander and immediately upon arrival at the airport of entry or other first place of landing in an area one copy shall be delivered by him to the customs officer in charge at such airport or place, and the original and other copy to the immigration officer in charge at such airport or place, with an information sheet in the case of each passenger unless within an exception prescribed on the back of that sheet.

(2) The original and triplicate of the inward manifest shall be delivered by the aircraft commander immediately to the customs officer in charge at such airport or place. The duplicate thereof shall be retained by the aircraft commander and forwarded promptly by him to the comptroller of customs in whose district such airport or place is located.

(3) The original inward manifest delivered to the customs officer shall be forwarded by him to the comptroller of customs above-mentioned with appropriate notations thereon showing the disposition of the merchandise covered thereby. The triplicate copy of the inward manifest shall be retained by the customs officer as a record of entry of the aircraft.

THE JOURNEY LOGBOOK SHALL CONTAIN THE STATEMENTS PRESCRIBED FOR THE UNITED STATES PUBLIC HEALTH REQUIREMENTS
(Section 11.513, Title 42, Code of Federal Regulations)

-24508-4 U. S. GOVERNMENT PRINTING OFFICE

Customs Form 6063
TREASURY DEPARTMENT
S 60, 10 17, 10 21, C 1943, 10 20, 10 21, 10 22, 10 25, 16 12, C R 1943.
(March 1946)

BAGGAGE DECLARATION AND ENTRY

BEFORE FILLING OUT THIS DECLARATION READ CAREFULLY INSTRUCTIONS ON BACK OF THIS SHEET

IF SPOILED OR MUTILATED, RETURN TO PURSER OF VESSEL.

№ 908902

If more space is required, use continuation sheet, Customs Form 6063—Cont., which will be supplied by Purser.

Name of Passenger ..... (Name des Passagiers) (Nom du passager) (Nome del passeggiero) (Nombre del pasajero)

Vessel ..... (Fahrzeug) (Vapeur) (Piroscafo) (Buque)

Port of Arrival ..... (Hafen) (Port) (Porto) (Puerto)

I, the undersigned, declare that I am a resident of the country of ..... (Land des Wohnsitzes) (Pays de demeure) (Nazione di residenza) (País de residencia);

that I resided in said country from ..... (Ich wohnte dort) (J'y ai demeuré) (Io vi dimorai da) (Residí allí) (Vom) (Depuis) (Da) (Desde), 1....., to ..... (Bis) (Jusqu'à) (Al) (Hasta), 19.....;

that I reside at No. ..... (Nummer) (Número) (Numero) (Numero) Street ..... (Strasse) (Rue) (Via) (Calle) City ..... (Stadt) (Ville) (Città) (Ciudad) State ..... (Staat) (Pays) (Stato) (Estado);

that I am a citizen of the country of ..... (Staatsbürgerschaft) (Citoyen de) (Suddito) (Ciudadano de); that I last sailed from the United States on S. S. ..... (Fahrzeug) (Vapeur) (Piroscafo) (Buque) on ..... (Datum) (Date) (Data) (Fecha), 19....., from ..... (Hafen) (Port) (Porto) (Puerto);

that I am accompanied by the following-named members of my family and household who are included in this declaration; ..... (Names and relationship) (Ihn begleitet von—Namen) (Je suis accompagné de—noms) (Io sono accompagnato(a)da—nomi) (Vengo acompañado de—nombres)

that I and those who accompany me are all residents of the same country and our baggage is enumerated below:

BAGGAGE:	NUMBER OF TRUNKS (Grosse Koffer) (Malles) (Bauli) (Baúles)	HAND PACKAGES, VALISES, BAGS, ETC (Handgepack) (Valises) (Valigie) (Maletas)	BAIRS, BOXES, BUNDLES (Ballen, Kisten, Bundel) (Caisses) (Casse) (Bultos)	OTHER PACKAGES (Andere Pakete) (Autres colis) (Altri pacchi) (Otros paquetes)	TOTAL PIECES OF BAGGAGE (Zusammen) (Totale) (Total)	LETTER UNDER WHICH BAGGAGE WILL BE PLACED ON PIER

TO BE FILLED OUT BY PASSENGER (Read carefully the instructions on other side of this form and the declarations below) Description of articles (Gegenstände) (Articles) (Articoli) (Artículos)	PRICE PAID, OR FAIR VALUE IF GIFTS, ETC (See Par 3 on back)	FOR CUSTOMS OFFICER'S NOTATIONS ONLY (Nur für Bemerkungen der Zollbeamten) (Pour les employés de la douane seulement) (Da riempirsi solamente dagli ufficiali di dogana) (Solo para las anotaciones de los empleados de aduanas)	Value	Rate	Duty
Articles acquired abroad—not accompanying passenger					
TOTAL OF THIS SHEET..		TOTAL OF THIS SHEET.....			
Carried forward from continuation sheet.....		Carried forward from continuation sheet.....			
TOTAL DECLARED.		Cashier's Stamp		TOTAL DUTY OR FINE $	

DECLARATION OF RETURNING RESIDENT OF THE U S

I further declare that I have fully set forth herein all articles acquired abroad used or unused, whether purchased or otherwise obtained contained in my baggage or on my person or in the baggage of or on the persons named above accompanying me and all such articles not accompanying me for which free entry under the $100 residents exemption is to be claimed that none of the said articles is for sale is being imported and declared as an accommodation to another to be used in business or was acquired otherwise than merely as an incident of my foreign journey, except as noted hereon that the values as set forth represent the prices actually paid for articles purchased or in the case of articles otherwise obtained, the fair value thereof to the best of my knowledge and belief that this declaration is made with the knowledge that failure to declare any article acquired abroad or any false statement in regard thereto will subject me to personal penalties and the articles involved to seizure I further declare that I have not during the past 30 days received an exemption from duty such as is allowed a returning resident of the United States, except as follows

....

..... *Passenger*

Declared to before me ...., 19....., and baggage examined and found correct unless otherwise noted

Number of packages examined .... and number of stamps used .... *Inspector.*

Baggage stamps Nos. ....

DECLARATION OF PERSON OTHER THAN RETURNING RESIDENT OF THE U S.

I further declare that I have fully set forth herein all the articles in my baggage or on my person, or in the baggage of or on the persons named above accompanying me, that are NOT wearing apparel articles of personal adornment, toilet articles, and similar personal effects, and all articles that are intended directly or indirectly for sale or for the use of any other person, together with the prices actually paid for purchased articles or, in the case of articles otherwise obtained, the fair value thereof to the best of my knowledge and belief and that this declaration is made with the knowledge that failure to declare any such article or any false statement in regard thereto will subject me to personal penalties and the articles involved to seizure.

..... *Passenger*

VALUE AND DUTY AS NOTED ABOVE

..... *Appraiser's Examiner.*

..... *Acting Deputy Collector.*

16—23903-4

Port..... ..... **RECEIPT FOR DUTY AND IDENTIFICATION COUPON**

Passenger ..... (Passenger will fill in) Cashier's Stamp

Vessel ..... (Passenger will fill in)

Amount d e ($.....) ..... *Customs Officer.*

SAMPLE

NOTICE.—Immediately on landing, proceed to the letter or section where your baggage is placed on dock. When all pieces are assembled, notify the Customs officer in charge.

WARNING.—It is unlawful for a passenger to give, or for Customs employees to receive, anything of value by way of a gratuity or otherwise. Offenders will be punished by fine and imprisonment.

Total pieces of baggage .....

№ 908902

16—23903-2 This coupon must be detached and given to or retained by passenger for identification if declaration is taken up before passenger leaves the vessel.

INSTRUCTIONS

PLEASE READ CAREFULLY BEFORE FILLING OUT DECLARATION

FAILURE TO DECLARE ANY ARTICLE OR ANY WILLFULLY FALSE STATEMENT CONCERNING THE PRICE PAID FOR, OR THE VALUE OF, ANY ARTICLE WILL SUBJECT THE ARTICLE TO FORFEITURE AND THE PERSON TO A FINE OR IMPRISONMENT, OR BOTH

1 A declaration is required of every passenger; but the senior member of a group of passengers who are members of the same family may declare for the entire family, provided all have the same residence status. Members of your family who have made separate declarations must NOT be included or mentioned in this declaration Your baggage will not be examined until included or mentioned in this declaration. Your baggage will not be examined until you have prepared a declaration on this form and it has been delivered to the customs officers Articles belonging to persons not entitled to group their exemptions with that of the declarant (see par 2) should be mentioned separately

2 GROUPING OF EXEMPTIONS.—Articles belonging to one passenger cannot be included in the exemption of another, except that when members of a family residing in one household travel together on their return to the United States, the exemptions to which the several members of the family are entitled may be grouped and allowed without regard to which member is the owner, provided that the grouped exemption shall not include that of any person who is not entitled to such an exemption, nor be allowed for the property of any such person Resident servants accompanying a family group shall file individual declarations and the $100 exemptions shall be treated separately

3 DUTIABLE VALUE —Passengers shall state in their declarations, in the currency of the purchase or the equivalent in United States currency the prices actually paid for all articles purchased abroad and a fair value for all articles obtained abroad otherwise than by purchase, including articles received as gifts Due allowance shall be made by appraising officers whenever the purchase price or value declared is higher than the correct dutiable value. Allowance shall also be made for depreciation due to wear and use

4 THE EXAMINATION OF BAGGAGE WILL BE FACILITATED if passengers observe the following Declared articles should be listed in detail If grouped in general terms, such as personal effects wearing apparel, gifts, household effects, merchandise etc the TOTAL VALUE MUST BE STATED and the original purchase bills should be shown the inspecting officer If this be not possible an itemized list should be prepared showing the cost of each article and submitted to the inspector at the time of the examination Declared articles should be conveniently placed together (in one container, if possible) so they may be readily located

5 RESIDENCE —Persons arriving from foreign countries shall be divided into two classes for customs purposes· (1) residents of the United States returning from abroad and (2) all persons other than returning residents of the United States, and their declarations must be made accordingly Citizens of the United States or persons who have formerly resided in the United States, shall be deemed to be residents thereof returning from abroad within the meaning of paragraph 1798, Tariff Act of 1930, as amended in the absence of satisfactory evidence that they have established a home elsewhere The residence of a wife shall be deemed to be that of her husband unless satisfactory evidence is presented that the wife has established a separate residence elsewhere The residence of a minor child shall be presumed to be that of his parents

6 RETURNING RESIDENTS OF THE UNITED STATES must declare all articles acquired abroad which are contained in his baggage or worn or carried on his person, together with the description and cost or value of any work done abroad on effects or articles in his baggage which were taken from the United States and which have been altered or in any way advanced in value or improved in condition while abroad and the description and cost or value of articles repairing or cleaning abroad of articles taken from the United States further than that necessarily incidental to wear and use while abroad Articles acquired abroad which do not accompany a returning resident shall be declared if free entry therefor under the $100 exemption is to be claimed Wearing apparel and personal and household effects taken from the United States by a resident and brought back with him shall also be included in his declaration but need not be itemized. Photographic and motion picture films including amateur films, taken out of the United States and exposed abroad, whether developed or not must be declared

7 RETURNING RESIDENTS—IMPORTANT.—When the exemption allowed on the articles examined at the time of the returning resident's arrival is less than $100 the remainder of the exemption may be applied to articles acquired on the trip which do not accompany the resident at the time of arrival and/or to articles shipped in bond to another port without examination at the port of arrival PROVIDED such articles are included in the declaration and a DUPLICATE copy of the declaration is made The duplicate copy will be certified by the customs officer and returned to the declarant for use in the entry of articles subsequently arriving

8 NONRESIDENTS OF THE UNITED STATES must declare all articles contained in their baggage or worn or carried on their persons except wearing apparel articles of personal adornment, toilet articles, and similar personal effects which were actually owned by them and in their possession prior to their departure from a foreign country are necessary and appropriate for their wear and use, and are intended for such wear and use and not for other persons or for sale All articles of personal adornment having a value of $200 or more, brought in by a nonresident if sold within 3 years after the date of the arrival of such person in the United States will be liable to duty at the rate or rates in force at the time of such sale to be paid by such person

9 ALL ANIMALS must be declared Collies, shepherd or sheep, and police dogs are subject to quarantine, but they may be released upon execution of an affidavit showing they are not to be used for herding sheep or cattle

10 BONDED BAGGAGE —Baggage may be forwarded in bond to other ports without examination at port of arrival Passengers shall specify on the declaration the number of such packages the general character and total value of the contents, and the destination of the packages to be bonded (Returning residents see par 6)

11 THE FOLLOWING ARTICLES ARE PROHIBITED Gold except to the extent permitted by the regulations issued by the Secretary of the Treasury pursuant to the Gold Reserve Act of 1934 lottery tickets and advertisements of any lottery, obscene books pictures films publications or other obscene or immoral articles, and seditious matter all plants or parts thereof (including cuttings and seeds), and plant products (fruits, vegetables, and seeds, except field seed not covered by special quarantines, vegetable and flower seeds) unless a permit has been previously obtained from the Department of Agriculture, Washington, D C opium and other narcotic drugs birds of paradise, aigrettes, egret plumes or specially prepared plumes and feathers or parts of wild birds, articles bearing a trade-mark recorded in the Treasury Department (many perfumes, watches, etc , are trade-marked), except with the written consent of the trade-mark owner. Such articles must be delivered to the customs officers on the pier

(ESPAÑOL)

INSTRUCCIONES

SÍRVASE LEER CUIDADOSAMENTE ESTAS INSTRUCCIONES ANTES DE LLENAR LA DECLARACIÓN

Si el Pasajero Deja de Declarar un Artículo o Hace Intencionalmente una Declaración Falsa Sobre el Precio de Costo o Sobre el Valor de un Artículo Cualquiera, Dicho Artículo Será Confiscado y el Declarante se Expone a Pena de Multa o Prisión, o a Ambas Penas a la Vez.

1 Se requiere de todo pasajero que lleve una declaración por el miembro de mayor edad de un grupo de pasajeros pertenecientes a la misma familia podrá hacer la declaración a nombre de toda la familia siempre que todos tengan el mismo carácter de residencia Los miembros de su familia que hayan hecho declaraciones por separado NO deben incluirse ni mencionarse en la declaración ronda su equipaje no se examinará mientras no se le haya incluido en la declaración Su equipaje no se examinará hasta que usted haya llenado la presente declaración y la haya entregado a los funcionarios de la aduana Artículos pertenecientes a personas que no tengan derecho a agrupar sus exenciones con las del declarante (vease el párrafo 2)

2 AGRUPAMIENTO DE LAS EXENCIONES.—Los artículos pertenecientes a un pasajero no pueden incluirse en la exención de otro, excepto cuando los miembros de una familia residentes en el mismo domicilio vengan juntos en el viaje de regreso a los Estados Unidos las exenciones a que tengan derecho los diversos miembros de la familia podrán agruparse y concederse en total no importa a cuál de ellos corresponden dispuestoque no se incluya en el grupo ninguna persona que no tenga derecho a exención ni se mencione a ninguna de esas personas en la declaración Los sirvientes residentes en los Estados Unidos que viajen acompañan to a una familia llenarán declaraciones individuales y las exenciones de $100 a que tengan derecho serán tratadas por separado

3 VALOR SUJETO A DERECHOS.—Los pasajeros indicarán en sus declaraciones en la moneda en que se hizo la compra o en su equivalente en dinero de los Estados Unidos el precio realmente pagado por todo artículo que hayan comprado en el extranjero e indicarán también un valor justo a todo artículo adquirido en el extranjero de cualquier otra forma que no sea por compra incluso los artículos recibidos como regalos Se concederá la debida rebaja correspondiente en los casos en que el precio de compra o el valor declarado excedan el valor sujeto a derechos de impuesto También se harán rebajas por depreciación debida al uso o al desgaste natural

4 SE FACILITARA EL EXAMEN DEL EQUIPAJE si los pasajeros observan las siguientes reglamentaciones Los artículos declarados deberán presentarse detalladamente así se ordenan bajo nombres generales como por ejemplo efectos personales pertenencias de viajar efectos domésticos mercancías etc DEBERA INDICARSE EL VALOR TOTAL y deberán presentarse al inspector de aduana las facturas originales de compra y de cuenta que muestren el precio pagado Si esto no fuere posible deberá prepararse una lista detallada con el precio de cada artículo y presentarse al inspector al hacer éste el examen del equipaje Para mayor conveniencia los artículos declarados (deberán ponerse juntos en un solo bulto a ser posible) para encontrarlos con facilidad

5 RESIDENCIA.—Para las formalidades de la aduana las personas que vien en de países extranjeros se dividirán en dos grupos (1) los residentes de los Estados Unidos que regresen del extranjero y (2) todas las demas viajeros que no sean residentes de los Estados Unidos que regresen del extranjero y sus declaraciones se harán conforme a esta clasificación Los ciudadanos de los Estados Unidos o las personas que hayan residido anteriormente en los Estados Unidos serán considerados como residentes de los Estados Unidos que regresan del extranjero a menos que en el caso de la ley de 1930 sean ladi si no se presente no existiendo satisfactoria de que han establecido residencia en otro punto Se considerará que el domicilio de una mujer casada es el de su esposo a menos que no se presente evidencia satisfactoria de que la esposa ha establecido domicilio independiente en otro punto Se presume que el domicilio de un niño es el de sus padres

6 LOS RESIDENTES DE LOS ESTADOS UNIDOS QUE REGRESEN DEL EXTRANJERO deberán declarar todos los artículos adquiridos en el extranjero que traigan en su equipaje o que traigan en el equipaje de su persona y describir el trabajo hecho en el extranjero sobre los efectos o artículos que traigan en el equipaje y que hubieren llevado de los Estados Unidos y que hayan sido alterados en cuanto a su condición o aumentado de valor o mejorados de condición en el extranjero y el costo o valor de dicho trabajo y dar la descripción y el costo o valor de cualquier reparación o limpieza efectuada en el extranjero sobre artículos llevados de los Estados excepto la conservación normal necesaria debido al uso y desgaste de dichos artículos en el extranjero Los artículos adquiridos en el extranjero que no traigan consigo el pasajero que regrese a los Estados Unidos deberán declararse si se va a reclamar la franquicia arancelaria de $100 Los efectos personales y domésticos que un residente haya llevado de los Estados Unidos y traído otras vez consigo libre mente también se declaración pero no será necesario detallarlos Deberán declararse todas las películas fotográficas y cinematográficas incluso las de aficionados, hayan sido o no reveladas (Vea Para 7) deverán ser mencionadas o no

7 DE IMPORTANCIA PARA RESIDENTES DE LOS ESTADOS UNIDOS QUE REGRESEN DEL EXTRANJERO —Cuando la exención permitida en los artículos examinados al llegar a los Estados Unidos el residente que regrese del extranjero no alcanza a $100 la diferencia podrá aplicarse a artículos adquiridos durante el viaje que no traigan consigo al llegar y/o a artículos que a los mismos se les haya dado en depósito a otro puerto libres de examen en el punto de arribo siempre que dichos artículos se incluyan en la declaración y que se haga un DUPLICADO de la misma Una copia duplicada será certificada por el funcionario de aduana y devuelta al declarante para que la utilice al hacer el desembarco de artículos adquiridos en el punto de destino y al reclamar la diferencia de la exención

8 LOS NO RESIDENTES DE LOS ESTADOS UNIDOS deberán declarar todos los artículos contenidos en su equipaje o llevados por otra persona excepto prendas de vestir artículos de adorno personal artículos de tocador y artículos semejantes que les pertenecían y estaban en su poder antes de su partida de un país extranjero para su residencia y apropiados para su uso y consumo personal que pasen libres de derechos y no se traigan para otras personas o para venderlos Cualquier joya o artículo ornamental de adorno personal que valga $200 o más traído por un viajero no residente de los Estados Unidos que se venda dentro de 3 años a partir de la fecha de llegada de dicha persona a los Estados Unidos estará sujeto al pago de derechos al tipo o tipos vigentes al tiempo de la venta impuesto por dicha venta

9 TODOS LOS ANIMALES DEBEN INSCRIBIRSE EN LA DECLARACION —Los perros de raza collie pastor o de ganado y los perros policías están sujetos a cuarentena pero podrá permitirse su entrega mediante la presentación de una declaración jurada al efecto de que no se les usará para cuidar ganado

10 EQUIPAJE EN DEPOSITO —El equipaje podrá remitirse a otros puertos bajo la custodia de la aduana sin que se examine en el puerto de llegada. Los pasajeros especificarán en la declaración el número de paquetes el carácter general y el valor total del contenido y el lugar de destino de los mismos que se van a poner en depósito (Los residentes de los Estados Unidos que regresen del extranjero véase el párrafo 6)

11 LOS ARTICULOS QUE SIGUIEN SON PROHIBIDOS EN LOS ARTICULOS SIGUIENTES pero excepto en la cantidad permitida por los reglamentos promulgados por el Secretario de Hacienda de conformidad con la ley de la Reserva de Oro de 1934 billetes de lotería y anuncios de tales billetes libros pinturas películas publicaciones u otros artículos inmorales obscenos y sediciosos todas las plantas o partes de las mismas (incluyendo esquejes y semillas) y productos vegetales (frutas legumbres y semillas de todas clases excepto semillas de campo y de flores o verduras a menos que provengan de fábrica enlatadas en la forma de fábrica) a menos que tengan permiso previo del Departamento de Agricultura Washington D C opio y otras drogas narcóticas aves del paraíso garzas plumas de garza o las llamadas plumas de Aigrette o plumas y plumas o partes de pájaros silvestres y partes de los mismos especialmente preparadas artículos que tengan marcas de fábrica inscritas perfumes relojes etc tienen marcas de fábrica registradas) excepto con el permiso escrito del propietario de la marca de fábrica Tales artículos deben entregarse en el muelle a los funcionarios de aduana

(FRANCAIS)

INSTRUCTIONS

A LIRE AVEC SOIN AVANT DE REMPLIR LA DECLARATION

Si le Passager Omet de Déclarer un Article Quelconque ou Fait Intentionnellement une Fausse Déclaration du Prix d'Achat ou de la Valeur d'un Article Quelconque, cet Article Pourra Etre Confisqué et le Declarant Sera Passible d'Amende ou d'Emprisonnment ou des Deux Peines a la Fois

1 Tout passager est requis de remplir une déclaration toutefois le membre le plus âgé d'un groupe de passagers appartenant à une même famille peut effectuer la déclaration au nom de la famille tout entière pourvu que tous les membres aient le même caractère de résidence Les membres de la famille qui auront établi une déclaration séparée ne devront pas être inclus ou mentionnés dans la déclaration Les bagages ne seront pas examinés avant que vous n'ayez inclus ou mentionnés dans la déclaration Votre équipage sera plus tôt après avoir rempli la présente déclaration aura été remplie et remise aux fonctionnaires de douane Articles appartenant à des personnes non a titrolées à joindre leurs exemptions à celles du déclarant (Voir Para 2) devront être mentionnés à part

2 GROUPEMENT DES EXEMPTIONS —Les articles appartenant à un passager ne peuvent être compris dans l'exemption d'un autre passager sauf lorsque des membres d'une famille ayant le même domicile reviennent ensemble aux Etats-Unis dans ce cas quelconque la franchise de $100 dont chacun des membres de la famille a droit peut être groupée et accordée en bloc sans égard au propriétaire, pourvu que le groupement ne comprenne pas l'exemption d'une personne qui n'aurait pas le droit de participer à il ne sera pas permis d'y inclure des articles lui appartenant Les domestiques résidant aux Etats-Unis qui accompagnent un groupe de passagers appartenant à une même famille feront remplir des déclarations individuelles et leur exemption à concurrence de 100 dollars sera considérée séparément

3 VALEUR A DECLARER —Tout passager devra indiquer dans sa déclaration dans la monnaie d'achat ou aux Etats-Unis le montant exact qu'il a réellement payé pour tous articles achetés à l'étranger et une juste valeur pour tous articles obtenus à l'étranger autrement que par achat, y compris les articles reçus en cadeau Les fonctionnaires chargés de l'examen des effets réduiront ou voudront toujours le prix d'achat ou la valeur déclarés excédant le juste valeur imposable Il sera également compte de toute dépréciation due à l'usure

4 LA VISITE DES BAGAGES SERA FACILITEE si les passagers observent les recommandations suivantes Les articles déclarés devront être présentés en détail s'ils sont groupés sous une rubrique générale comme effets personnels vêtements en usage articles de ménage marchandises etc leur VALEUR TOTALE DOIT ETRE INDIQUEE et l'original de chaque facture présenté à l'inspecteur Il n'est pas impossible une liste détaillée indiquant le prix de chaque article et la date d'achat sera remise à l'inspecteur au moment de la visite Pour plus le nom possible des articles déclarés devront être rassemblés au un seul point (si possible en un seul lot)

5 DOMICILE —Les personnes en provenance de l'étranger seront pour les formalités de douane réparties en 2 catégories (1) les personnes ayant leur domicile aux Etats-Unis revenant de l'étranger et (2) les personnes autres que celles ayant leur domicile aux Etats-Unis leurs déclarations devront être établies en conséquence Les citoyens des Etats-Unis ou les personnes qui ont déjà résidé aux Etats-Unis seront considérés comme y ayant leur domicile en revenant de l'étranger au sens de la para 1798 du Tariff Act de 1930 amendé à moins qu'il ne soit prouvé de manière satisfaisante qu'ils aient établi leur domicile ailleurs Le domicile d'une femme mariée est réputé être le même qu'il de celui de son mari à moins qu'elle n'ait établi ailleurs un domicile séparé Le domicile d'un enfant mineur est présumé être celui de ses père et mère

6 TOUTE PERSONNE DOMICILIEE AUX ETATS-UNIS ET REVENANT DOIT déclarer tous les articles acquis à l'étranger contenus dans ses bagages ou portés sur sa personne et donner la description et le prix ou la valeur de tout travail effectué à l'étranger sur les effets ou articles emportés dans ses bagages qui ont été sortis des Etats-Unis et qui ont été retouchés ou qui ont subi une augmentation de valeur ou une amélioration quelconque à l'étranger donner la description et le prix ou la valeur de tout réparation ou nettoyage effectué à l'étranger sur des articles emportés des Etats-Unis autres que l'entretien ordinaire de ces articles pendant le séjour à l'étranger Tout articles acquis à l'étranger et n'accompagnant pas une personne domiciliée aux Etats-Unis revenant de l'étranger devront être déclarés si une personne désire que ledits articles soient exempts de droits en vertu de l'exemption à concurrence de 100 dollars Les vêtements effets personnels et articles de ménage entrés des Etats-Unis par une personne qui y est domiciliée et ramenés par elle devront aussi être inclus dans la déclaration sans qu'il soit nécessaire de les énumérer en détail Les petit objets de toilette etc ordinaires graphiques y compris les bibles l'aventure emportés des Etats-Unis et apportés à l'étranger doivent être déclarés qu'ils aient ou non été développés

7 RETOUR DES PERSONNES DOMICILIEES AUX ETATS-UNIS L'EXEMPTION DE 100 DOLLARS accordée sur les articles visités au moment de l'arrivée aux Etats-Unis n'est pas utilisée en totalité le boni ne peut être inférieure à 100 dollars la différence peut s'ajouter à la valeur des articles qui n'accompagnent pas le voyageur mais accompagnent pas le passager au moment de son arrivée ainsi à des articles expédiés à un autre port comme marchandises entreposées sous quelle soient déclarés à l'arrivée et exposés à l'étranger doivent être déclarés qu'ils aient ou non été développés

8 LES PERSONNES NON DOMICILIEES AUX ETATS-UNIS L'INTENTION DE 100 DOLLARS accordée sur les articles visités au moment de l'arrivée aux Etats-Unis n'est pas utilisée en totalité le boni ne peut être inférieure à 100 dollars la différence peut s'ajouter à la valeur des articles qui n'accompagnent pas le voyageur mais accompagnent pas le passager au moment de son arrivée ainsi à des articles expédiés à un autre port comme marchandises entreposées sous quelle soient déclarés à l'arrivée et exposés à l'étranger doivent être déclarés qu'ils aient ou non été développés

9 TOUTE PERSONNE QUI N'A PAS ETABLI SON DOMICILE AUX ETATS-UNIS doit déclarer tous les articles contenus dans ses bagages ou portés sur sa personne à l'exception des vêtements articles de toilette et autres articles de ménage personnels de cette nature lui appartenant effectivement et se trouvant en sa possession au moment de son départ du pays étranger lorsque ceux ci sont nécessaires et appropriés à son usage personnel et qu'ils sont destinés à cet usage et à l'intention d'autres personnes ni destinés à être mis en vente Tous les bijoux ou articles d'ornement à usage personnel d'une valeur égale ou supérieure à 200 dollars importés par une personne qui n'y est pas domiciliée seront en cas de vente dans un délai de 3 ans à partir de la date de l'arrivée la dite personne aux Etats-Unis passibles des droits de douane au taux en vigueur au moment de la vente ces droits devront être acquittés par la personne en question

10 TOUT ANIMAL devra être compris dans la déclaration Les chiens de berger de chiens policiers sont sujets à la quarantaine mais ils peuvent cependant être relachés contre une déclaration sous serment portant qu'ils ne seront pas utilisés à garder des moutons ou autre bétail

11 BAGAGES ENTREPOSES —Les bagages peuvent être entreposés pour être réexpédiés à d'autres ports sans être examinés au port d'arrivée Les passagers devront spécifier dans la déclaration le nombre de colis le caractère général et la valeur totale de leur contenu ainsi que la destination des bagages expédiés (Les résidents des personnes domiciliées aux Etats-Unis se référer au Par 6)

12 SONT PROHIBES LES ARTICLES SUIVANTS —Il ne sera dans la mesure autorisée par les réglements du Secrétaire du Trés r établis conformément aux dispositions de la Gold Reserve Act de 1934 les billets de loterie et prospectus y relatifs les livres les tableaux les publications ou autres articles obscènes ou immoraux ainsi que toute matière séditieuse toutes les plantes ou parties de plantes (y compris les boutures et la semence) fruits légumes et autres végétaux (y compris les fruits les légumes les tubercules et graines à l'exception des graines qui ne sont pas soumises à une quarantaine spéciale les graines de fleurs et de fleurs) à moins qu'il n'ait été obtenu une autorisation préalable du Département de l'Agriculture Washington D C l'opium et tous autres narcotiques les oiseaux de paradis les aigrettes les plumes de héron ou d'aigrette ainsi que les plumes et plastrons d'oiseaux non domestiques les articles portant une marque de fabrique déposée au Département du Trésor (un grand nombre de parfums de montres etc portent ces marques de fabrique) sauf avec le consentement écrit du possesseur de la marque Ces articles doivent être remis aux fonctionnaires des douanes qui se trouvent sur le quai d'arrivée

16—23903-3 GPO

NOTICE TO PASSENGER

1. When all of your baggage is assembled on the pier under the initial of your surname, take this coupon to the Customs desk in your section of the pier

2. An inspector will be assigned to you there, before whom you will be required to acknowledge your declaration.

3. The inspector will then examine your baggage.

FRANÇAIS

Avis Aux Passagers

1 Lorsque toutes les pièces de votre bagage auront été réunies au débarcadère sous l'initiale de votre nom de famille, déposez ce coupon au bureau des Douanes de la section du débarcadère qui vous est assignée

2 L'inspecteur à qui vous devrez confirmer votre déclaration vous y sera désigné.

3. L'inspecteur fera alors l'examen de vos effets

16—23903-2 GPO

Customs Form 7501
TREASURY DEPARTMENT
8.27, 8.51, 10.31, 10 91, C R 1943
June 1946

CONSUMPTION ENTRY

UNITED STATES CUSTOMS SERVICE

COLLECTOR'S COPY ☐
COMPTROLLER'S COPY ☐
STATISTICAL COPY ☐

In-Bond Entry No .....
From Port of .....
Via ..... (Bonded carrier)

DISTRICT NO. .....
PORT OF ..... DATE .....

Entry No .....
Term Bond No .....

Port of lading ..... B/L No. ..... Date of sailing ..... Port of unlading .....
(Above information to be furnished only when merchandise is imported by vessel)

Importer of record ..... (Name) (Street number, city, and State)

For account of ..... (Name) (Street number, city, and State)

Imported on the ..... (Name of vessel or carrier and motive power) Flag ..... On ..... (Date imported) Via ..... (Last foreign port)

Exported from ..... (Country) on ..... (Date) Consular invoice ..... (Place, number, and date certified)

MARKS AND NUMBERS OF PACKAGES AND ORIGIN OF MERCHANDISE (1)	(2) DESCRIPTION OF MERCHANDISE, NUMBER AND KIND OF PACKAGES (Describe in tariff terms in enough detail to permit classification according to Schedule A)			ENTERED VALUE IN U S DOLLARS (see Note 2) (3)	TARIFF		DUTY (6)	
	GROSS WEIGHT IN POUNDS (see Note 1) (2a)	SCHEDULE A COMMODITY NUMBER (2b)	NET QUANTITY IN SCHEDULE A UNITS (state units) (2c)		PARAGRAPH (4)	RATE (5)	DOLLARS	CENTS

Number of invoices ..... W H. Entry No. ..... G. O. No. ..... Vessel manifest No .....

NOTE 1.—In column number (2a), insert "Gross Weight in Pounds" immediately below the description of merchandise. If freight is based on space tonnage, state cubic feet in addition to the gross shipping weight. If gross weight is not available for each Schedule A item included in one or more packages, insert approximate shipping weight for each Schedule A item. The total of these estimated weights should equal the actual weight of the entire package or packages.

NOTE 2.—The entered value shown for free or specific-rate merchandise must not include nondutiable charges.

SIGNATURE .....

PER .....

ADDRESS .....

16—17190-8

See page 285 for discussion.

(If this declaration is made by an agent who does not present with the entry the declaration of the consignee, or who does not have proper authority to execute such declaration for his principal, bond must be given to produce such declaration, in accordance with section 485 (c), Tariff Act of 1930.)

DECLARATION OF NOMINAL CONSIGNEE OR AGENT

I, the undersigned, herewith declare that the consignee in whose name this entry is made is not the actual owner of the merchandise covered thereby, but that this entry exhibits a full and complete account of all the merchandise imported or to be imported in the vessel indicated therein by ..... of ..... (Address) who is the actual owner for Customs purposes of the said merchandise, except .....

I also declare, to the best of my knowledge and belief, that all statements appearing in the entry and in the invoice or invoices and other documents presented herewith and in accordance with which the entry is made are true and correct in every respect, that the entry and invoices set forth the true prices, values, quantities, and all information as required by the laws and the regulations made in pursuance thereof, that the invoices and other documents are in the same state as when received, that I have not received and do not know of any other invoice, paper, letter, document, or information showing a different currency, price, value, quantity, or description of the said merchandise, and that if at any time hereafter I discover any information showing a different state of facts I will immediately make the same known to the Collector of Customs at the port of entry

I further declare, if the merchandise is entered by means of a seller's or shipper's invoice, that no certified invoice for any of the merchandise covered by the said seller's or shipper's invoice can be produced due to causes beyond my control, and that if entered by means of a statement of the value or the price paid in the form of an invoice it is because neither seller's, shipper's, nor certified invoice can be produced at this time

..... (Signature) ☐ Principal ☐ Member of the firm ☐ ..... of the corporation. (Title) ☐ Authorized agent

..... (Address)

Declared to under oath before me this ..... day of ....., 194..., at .....

(Title or designation)

DECLARATION OF CONSIGNEE OR AGENT FOR MERCHANDISE OBTAINED IN PURSUANCE OF A PURCHASE OR AGREEMENT TO PURCHASE

I, the undersigned, herewith declare that this entry exhibits a full and complete account of all the merchandise imported or to be imported by the consignee in whose name the entry is made in the vessel indicated therein, and that the merchandise was obtained by him in pursuance of a purchase, or an agreement to purchase, except .....

I also declare, to the best of my knowledge and belief, that all statements appearing in the entry and in the invoice or invoices and other documents presented herewith and in accordance with which the entry is made, are true and correct in every respect, that the entry and invoices set forth the true prices, values, quantities, and all information as required by the laws and the regulations made in pursuance thereof, that the invoices and other documents are in the same state as when received, that I have not received and do not know of any other invoice, paper, letter, document, or information showing a different currency, price, value, quantity, or description of the said merchandise, and that if at any time hereafter I discover any information showing a different state of facts I will immediately make the same known to the Collector of Customs at the port of entry

I further declare, if the merchandise is entered by means of a seller's or shipper's invoice, that no certified invoice for any of the merchandise covered by the said seller's or shipper's invoice can be produced due to causes beyond my control, and that if entered by means of a statement of the value or the price paid in the form of an invoice it is because neither seller's, shipper's, nor certified invoice can be produced at this time

..... (Signature) ☐ Principal ☐ Member of the firm ☐ ..... of the corporation (Title) ☐ Authorized agent

..... (Address)

Declared to under oath before me this ..... day of ....., 194..., at .....

(Title or designation)

DECLARATION OF CONSIGNEE OR AGENT FOR MERCHANDISE OBTAINED OTHERWISE THAN IN PURSUANCE OF A PURCHASE OR AGREEMENT TO PURCHASE

I, the undersigned, herewith declare that this entry exhibits a full and complete account of all the merchandise imported or to be imported by the consignee in whose name the entry is made in the vessel indicated therein and that the merchandise was obtained by him otherwise than in pursuance of a purchase, or an agreement to purchase, except .....

I also declare, to the best of my knowledge and belief, that all statements appearing in the entry and in the invoice or invoices and other documents presented herewith and in accordance with which the entry is made are true and correct in every respect, that the entry and invoices set forth the true foreign values, prices, quantities and all information as required by the laws and the regulations made in pursuance thereof, that the invoices and other documents are in the same state as when received, that I have not received and do not know of any other invoice, paper, letter, document, or information showing a different currency, price, value, quantity, or description of the said merchandise, and that if at any time hereafter I discover any information showing a different state of facts I will immediately make the same known to the Collector of Customs at the port of entry

I further declare, if the merchandise is entered by means of a seller's or shipper's invoice, that no certified invoice for any of the merchandise covered by the said seller's or shipper's invoice can be produced due to causes beyond my control, and that if entered by means of a statement of the value or the price paid in the form of an invoice it is because neither seller's, shipper's nor certified invoice can be produced at this time

..... (Signature) ☐ Principal, ☐ Member of the firm ☐ ..... of the corporation (Title) ☐ Authorized agent

..... (Address)

Declared to under oath before me this ..... day of ....., 194..., at .....

(Title or designation)

MISSING DOCUMENTS

NAME AND ADDRESS OF BROKER OR AGENT

This form may be printed by private parties provided it conforms to official form in size, wording, color, and arrangement. For sale by collectors of customs at price of 25 cents for block of 100

☆ U. S. GOVERNMENT PRINTING OFFICE 16—17100-2

Customs Form 7501-A
TREASURY DEPARTMENT
8.59, C. M. 1943, 8 23, C. R. 1943
April 1944

CONSUMPTION ENTRY PERMIT

UNITED STATES CUSTOMS SERVICE

In-Bond Entry No. .....
From Port of .....
Via .....
(Bonded carrier)

DISTRICT No. .....

PORT OF ..... DATE .....

Entry No .....
Term Bond No .....

Port of lading ..... B/L No. ..... Date of sailing ..... Port of unlading .....
(Above information to be furnished only when merchandise is imported by vessel)

Importer of record ..... (Name) ..... (Street number, city, and State)

For account of ..... (Name) ..... (Street number, city, and State)

Imported on the ..... (Name of vessel or carrier and motive power) Flag ..... On ..... (Date imported) Via ..... (Last foreign port)

Exported from ..... (Country) on ..... (Date) Consular invoice ..... (Place, number, and date certified)

MARKS AND NUMBERS OF PACKAGES AND ORIGIN OF MERCHANDISE (1)	(2) DESCRIPTION OF MERCHANDISE, NUMBER AND KIND OF PACKAGES (Describe in tariff terms in enough detail to permit classification according to Schedule A)			EXAMINATION ORDER AND OTHER ACTION TO BE TAKEN
	GROSS WEIGHT IN POUNDS (2a)	SCHEDULE A COMMODITY NUMBER (2b)	NET QUANTITY IN SCHEDULE A UNITS (state units) (2c)	

(CUT CARBON ON THIS LINE IF THIS BLANK IS USED AS COPY)

TO THE INSPECTOR:

You shall dispose of the articles ordered for examination as directed above, and release the remainder from customs custody to or upon the order of the carrier by which the articles were brought to this port Articles subject to dock examination and to sampling, weighing, gauging, measuring, or stamping shall be examined, sampled, weighed, gauged, measured, or stamped as indicated hereon and reports of action endorsed on the back of this form.

16—15940-1

..... *Acting Deputy Collector.*

[1]

See page 985 for discussion.

REPORT OF DOCK EXAMINATION

(Place) (Date)

To the Collector of Customs:

I certify that the articles covered by this permit have been examined or sampled.

Examiner or Sampler.

REPORT OF WEIGHER'S, GAUGER'S, OR MEASURER'S ACTION

(Place) (Date)

To the Collector of Customs:

I certify that the articles covered by this permit have been weighed, gauged, measured, or stamped as directed.

Weigher, Gauger, or Measurer.

INSPECTOR'S REPORT

(Place) (Date)

To the Collector of Customs:

The articles covered by this permit have been landed, released, or disposed of as directed, and are in apparent good order, except as noted below:

Inspector.

16—10646-1

Customs Form 7555
TREASURY DEPARTMENT
6.14, C 2 1945; 4.11, C.40, T. D. 1945
Jan. 1942

ENTRY OF EQUIPMENT AND/OR REPAIR PARTS OR REPAIRS MADE IN FOREIGN COUNTRIES UPON AMERICAN VESSELS

Sections 466 and 484, Tariff Act of 1930

Entry No. _____

Auditor's No. _____

UNITED STATES CUSTOMS SERVICE

DISTRICT NO. _____ PORT OF _____, DATE FILED _____, 19

I, the undersigned _____, declare I am the master or owner of the _____, a vessel documented under the laws of the United States, and that _____, of _____ are the owners and _____, of _____ are the charterers of said vessel, and I herewith report and declare that this entry, to the best of my knowledge and belief, contains a full and complete account, together with the cost, at the places and times mentioned below, of the following items, consisting of the equipment, or any part thereof, including the boats, purchased for, or the repair parts or materials to be used, or the expenses of the repairs made in a foreign country for said vessel now lying at _____, which arrived on _____, 19 , being the first arrival since the purchases or repairs were made. I further declare that if at any time hereafter I discover any error in the account now produced or receive any information showing a different state of facts I will immediately make the same known to the Collector of this port. I hereby stipulate that the estimated duties will be deposited, or bond given therefor, before clearance is granted, except on vessels specially exempted by regulations of the Secretary of the Treasury, and that all increased duties that may accrue will be paid when ascertained.

PLACE AND DATE	DESCRIPTION OF REPAIRS AND PURCHASES	VALUE IN FOREIGN MONEY	ENTERED VALUE IN U. S. MONEY	RATE	DUTY	
					DOLLARS	CENTS

(Signature) _____
Owner or Master.

(Address) _____

Declared to before me on _____, 19 , at the Port of _____

_____
Notary Public or Deputy Collector.

(For sale by collectors of customs at price of 25 cents per pad containing 100 copies.—This form may be printed by private parties, provided it conforms to official form in size, wording, color, and arrangement.)

16—87189-1

See pages 508–509 for discussion.

Customs Form 3419
TREASURY DEPARTMENT
Arts. 375, 378, 530, C. R. 1937
June 1942

ORIGINAL

Nº 164311

ENTRY OF MERCHANDISE IMPORTED THROUGH THE MAILS

Port of ....., ..., 19.....

Country ..... Importer .....

Sender ..... Address ..... Addressee .....

No. of Pkgs. .....

SAMPLE

Quantity and Description of Merchandise	VALUE		RATE	DUTY	
			Total		

COLLECTOR OF CUSTOMS.

Paid duty on above articles

By .....
(Initials of preparing officer)

Payee.

4—0109-1

OVER FOR INSTRUCTIONS TO POSTMASTER

INSTRUCTIONS TO POSTMASTER

The postmaster shall, before delivering the parcel, collect the total amount assessed, sign and deliver the receipt to the addressee, secure his **signature** to this entry, and **return the entry with the collection** (using penalty envelope) to the Collector of Customs who issued the entry.

Remittances must be made by means of certified checks or official postal checks, drawn in favor of the Collector of Customs, and which can be cashed without cost to the Government. Other checks, foreign or mutilated currency, or postage stamps will not be accepted. Where it is impossible to make remittances by certified checks or official postal checks, postmasters shall be guided by the instructions contained in par. 16, sec. 2229, Postal Laws and Regulations of 1940. All remittances, whether by cash or check, must be accompanied by Customs Receipt Form 3437, in duplicate.

If the addressee is dissatisfied with the amount assessed, he should, before accepting the parcel, state his objection in writing to the postmaster, who shall forward the statement to the Collector of Customs, accompanied by such invoices or statements of value as the addressee may submit. THE POSTMASTER SHALL WITHHOLD DELIVERY OF THE PARCEL PENDING RECEIPT OF SPECIFIC INSTRUCTIONS FROM THE COLLECTOR.

Always give the mail entry number and port of issue in correspondence.

Undeliverable parcels shall be disposed of as provided in the Postal Laws and Regulations of 1940, the current U. S. Official Postal Guide, and chapter VII, Customs Regulations of 1937.

If further instructions are desired, they should be obtained from the Second Assistant Postmaster General, Division of International Postal Service, Washington, D. C.

Amount noted hereon collected and remitted as directed.

...., 19....

.....
Postmaster.

See page 234 for discussion.

Customs Form 5119
TREASURY DEPARTMENT
Arts. 122, 220, 227, 249, 344, 422, 520, 1172, C. R. 1937
T. D's. 45824, 49058; Bur. Cir. Let. 948, Feb. 1, 1933
June, 1941

No. 832827

ORIGINAL
Collector's Copy

I. T. No. .....
Port from .....
Via .....
(Bonded carrier)

INFORMAL ENTRY
MANIFEST AND RECEIPT

This form to be used on trains, roads, bridges, ferries, docks, etc., when value of goods imported is $100, or less, and for collection of duties on crew baggage. Private invoice, if any, to be attached.

United States Customs Service

District No. ..... *Port of* ....., ..., *194*....

Goods imported by .....

Address .....

in the ..... *from* ..... *on* ....., *194*....

SAMPLE

MARKS AND NUMBERS	DESCRIPTION OF GOODS QUANTITY	VALUE	RATE	DUTY	

G. O. No. .....

Customs officer will note his action above.

Total, $

Declared to before me on

....., *194*....

of Customs.

I declare that the information above set forth is accurate to the best of my knowledge and belief and represents a complete account of all articles brought into the United States by me on the vessel or conveyance named and on the date stated, and that I paid the above-stated amount of duty and tax, or received the merchandise free of duty.

Importer.

INSTRUCTIONS.—Original for collector; duplicate to be sent to comptroller; triplicate to be used as permit to release merchandise when required; quadruplicate to be stamped or marked "Paid" and returned to importer as receipt.

U. S. GOVERNMENT PRINTING OFFICE 16—12350

See pages 228, 234, and 288 for discussion.

Customs Form 7501-A
TREASURY DEPARTMENT
Arts. 146, 514, C. R. 1937; T. D. 50281
May 1943

CONSUMPTION ENTRY PERMIT

UNITED STATES CUSTOMS SERVICE

In-Bond Entry No. .....
From Port of .. ..
Via . . ..
(Bonded carrier)

DISTRICT No. .....

PORT OF ..... DATE .....

Entry No. .....
Term Bond No. .....

Port of lading .. .. B/L No. ..... Date of sailing .... Port of unlading .....
(Above information to be furnished only when merchandise is imported by vessel)

Importer of record ... . (Name) ..... (Street number, city, and State)

For account of ..... (Name) ..... (Street number, city, and State)

Imported on the .. .. (Name of vessel or carrier and motive power) Flag ..... On ..... (Date imported) Via ..... (Last foreign port)

Exported from ..... (Country) .. .. on ..... (Date) Consular invoice ..... (Place, number, and date certified)

MARKS AND NUMBERS OF PACKAGES AND ORIGIN OF MERCHANDISE (1)	(2) DESCRIPTION OF MERCHANDISE, NUMBER AND KIND OF PACKAGES (Describe in tariff terms in enough detail to permit classification according to Schedule A)			EXAMINATION ORDER AND OTHER ACTION TO BE TAKEN
	GROSS WEIGHT IN POUNDS (2a)	SCHEDULE A COMMODITY NUMBER (2b)	NET QUANTITY IN SCHEDULE A UNITS (state units) (2c)	

(CUT CARBON ON THIS LINE IF THIS BLANK IS USED AS COPY)

TO THE INSPECTOR:

You shall dispose of the articles ordered for examination as directed above, and release the remainder from customs custody to or upon the order of the carrier by which the articles were brought to this port. Articles subject to dock examination and to sampling, weighing, gauging, measuring, or stamping shall be examined, sampled, weighed, gauged, measured, or stamped as indicated hereon and reports of action endorsed on the back of this form.

16—16040-1

....
Deputy Collector

See pages 233 and 286 for discussion.

Customs Form 7512
TREASURY DEPARTMENT
T. D. 50548
June 1948

..... Entry No. .....

Port .....

Date .....

TRANSPORTATION ENTRY AND MANIFEST OF GOODS SUBJECT TO CUSTOMS INSPECTION AND PERMIT

UNITED STATES CUSTOMS SERVICE

Entry No. .....

Class of Entry .....
(C. T.) (Bd. T.) (Bd. Bs.) (C. S.) (Bonded, etc.)

DISTRICT NO. .....

PORT OF ..... DATE .....

Entered or imported by ..... to be shipped

in bond via ..... consigned to
(C. H. L. number) (Vessel or carrier) (Car number and initial) (Pier or station)

Collector of customs at ..... Final foreign destination .....
(For exportations only)

Consignee .....
(At customs port of exit or destination)

Foreign port of lading ..... B/L No. ..... Date of sailing .....
(Above information to be furnished only when merchandise is imported by vessel)

Imported on the ..... Flag ..... on ..... via .....
(Name of vessel or carrier and motive power) (Date imported) (Last foreign port)

Exported from ..... on ..... Goods now at .....
(Country) (Date) (Name of warehouse, station, pier, etc.)

MARKS AND NUMBERS OF PACKAGES	DESCRIPTION AND QUANTITY OF MERCHANDISE NUMBERS AND KIND OF PACKAGES (Describe fully as per shipping papers)	GROSS WEIGHT IN POUNDS (See Note 1)	VALUE (Dollars only)	RATE	DUTY	

NOTE 1.—Also state cubic feet if freight is based on space tonnage. G O No .....

TO COLLECTOR. I certify that the above-described goods were laden as stated above, sealed with customs seals Nos .....

that the packages (were) (were not) corded and sealed; that the goods agreed with the manifest and were in apparent good order except as noted.

Short or over from importing vessel or carrier.

.....

.....

.....

.....

.....

.....
(Date) *Inspector or Storekeeper.*

I truly declare that the statements contained herein are true and correct to the best of my knowledge and belief.

Entered or withdrawn by .....

Declared to under oath before me on .....
(Date)

.....

.....
(Title or designation)

To the Inspector or Storekeeper: The above-described goods shall be disposed of as specified herein.

.....
For the Collector

RECEIVED from the collector of customs of above district the merchandise described in this manifest for transportation and delivery into the custody of the customs officers at the port named above, all packages in apparent good order except as noted hereon.

.....

.....

16—17427-2 *Attorney or Agent of Carrier.*

[1]

See pages 115, 233, and 290 for discussion.

INSTRUCTIONS

(1) *This form will be used as a combined entry or withdrawal and manifest for any merchandise transported in bond in the United States or exported from customs custody.*

(2) *Three copies will be required as a manifest in all cases* for each lot or consignment, or for each vessel or vehicle (car, barge, truck, etc), if more than one is used; and when the merchandise is to be transshipped en route, one additional copy will be required for each transshipment. If one copy is lost, or can not be produced, a copy may be made from whichever manifest is available.

(3) **One copy of the manifest must accompany the vessel or vehicle and be delivered to the collector at destination** for his record; *another copy* must be mailed immediately to the collector at destination, and when the goods are received at customs destination this copy, properly endorsed to show the arrival of the merchandise or its exportation or delivery into customs custody, as the case may be, will be forwarded to the comptroller of customs in whose district the port of origin is located, to be by him duly noted and forwarded to the collector at the port of origin; and *the third copy* will be retained as a record at the port of origin. When transshipment is involved, a copy of the manifest, prepared by the carrier, must be certified and mailed by the customs lading officer to the customs officer at each place of transshipment, to be retained by him as a record of his action.

(4) **IF THE GOODS ARE DELIVERED WITHOUT CUSTOMS AUTHORIZATION, THE CARRIER IS LIABLE TO A FINE.**

(5) Consult customs officer or Part 18 of the Customs Regulations of 1943 for the appropriate number of copies required for entry purposes.

(6) As the form is the same whether used as an entry or withdrawal or manifest, all copies may be prepared at the same time by the carbon process, unless more than one vessel or vehicle is used, in which case a separate set of manifests must be prepared for each such vessel or vehicle.

(7) **Whenever this form is used as an entry or withdrawal, care should be taken that the kind of entry is plainly shown in the block in the upper right-hand corner of the face of the entry.**

(8) This form may be printed by private parties provided it conforms to official form in size, wording, color, and arrangement. For sale by collectors of customs at 25 cents for each block of 100.

CERTIFICATES OF TRANSFER. (If required)

I certify that within-described goods were transferred

by reason of .....

to .....

on ....., 19....., at .....

and sealed with ..... or seals

Nos. ....., and that

goods were in same apparent condition as noted on

original lading except .....

.....

Inspector, Conductor, or Master

I certify that within-described goods were transferred

by reason of .....

to .....

on ....., 19....., at .....

and sealed with ..... or seals

Nos. ....., and that

goods were in same apparent condition as noted on

original lading except .....

.....

Inspector, Conductor, or Master.

INSPECTED

at .....

on ....., 19.....

and seals found .....

.....

.....

.....

.....

Inspector.

If transfer occurs within city limits of a customs port or station, customs officers must be notified to supervise transfer

INSPECTOR'S REPORT OF DISCHARGE OR EXPORTATION AT DESTINATION

Port ....., *Station* ....., *19*.....

To THE COLLECTOR OF CUSTOMS Delivering line ..... Car No ..... Initial .....

Arrived ....., 19..... Condition of car ....., of seals ....., of packages .....

DATE OF DELIVERY TO IMPORTER, OR GEN ORDER	PACKAGES	NO AND KIND OF ENTRY OR GENERAL ORDER	BONDED TRUCK OR LIGHTER NO	CONDITIONS, ETC

I certify above report is correct

(SEAL) ....., *Inspector*

I certify that goods described in this manifest were laden on the ..... on ....., 19....., cleared for ..... on ....., 19..... that the goods were in apparent good order and agreed with manifest except as noted.

....., 19..... ....., *Inspector.*

U. S. GOVERNMENT PRINTING OFFICE : 1943 16—17487-2

CUSTOMS FORM 3251
TREASURY DEPARTMENT
4 9, 4 20, 4 85, C. R. 1943
June 1943

MASTER'S OATH ON ENTRY OF VESSEL FROM FOREIGN PORT

UNITED STATES CUSTOMS SERVICE

Agent .....

Crew .....

Manifest No. .....

I, ..., solemnly swear that I am now and was during this voyage the master of the ..... (Flag, rig or power, name) that arrived at ..... on ....., 194...; that this voyage began at ..... on ....., 194..., and included the following ports from which said vessel sailed in the order and on the dates stated, viz, ...

.....

.....

.....

.....

that the manifest subscribed in my name, and now delivered by me to the Collector of the Port named above, contains, to the best of my knowledge and belief, a just and true account of all the goods, wares, and merchandise, including packages of every kind and nature whatsoever, which were laden or taken on board the above-named vessel at the said ports or at any time since at other ports or places, together with the names of the passengers and the number of pieces of baggage taken by each passenger at such ports, and that clearance and other papers now delivered by me to the Collector are all that I now have, or have had, that in any way relate to the cargo of the said vessel; and I do further swear that the several articles specified in the said manifest as sea and ship stores are truly such and are solely for use on the vessel or for the use of the officers, crew, and passengers, and are not intended for sale, or for any other purpose than above mentioned. And I further swear that if I shall hereafter discover or know of any other or greater quantity of goods, wares, and merchandise of any nature or kind whatsoever than are contained in this manifest, I will immediately and without delay make due report thereof to the Collector and the Comptroller of Customs; and I do likewise swear that all matters whatsoever, in the said manifest are, to the best of my knowledge and belief, just and true, and I further swear that there has been ..... previous inspection and certification by customs officers of this manifest. I further swear that I have to the best of my knowledge and belief delivered to the Post Office at ..... every letter and every bag, packet, or parcel of letters which was on board the said vessel during her last voyage, or which were in my possession or under my power or control. And I further swear, if entering at a subcomptroller office port, that before entering said vessel at the customhouse I mailed to the comptroller of customs having jurisdiction over the accounts of the collection district in which entry of the vessel is to be made, a true copy of the manifest.

And, *if master of an American vessel,* I further swear that the statement of services performed by consular agents contains only such services as were necessarily and actually performed at my request, and I further swear that in all cases where consular services were required and performed, statements of such services were given me by such consular officers, except at the ports of .....
and that I have no other papers relating to consular transactions. I further swear that the register of the said vessel, herewith presented, contains the name or names of the owner or owners of said vessel, except .....
....., and that no foreign subject or citizen has, to the best of my knowledge and belief, any share, by the way of trust, confidence, or otherwise, in the said vessel.

.....
Master.

Sworn to before me on ....., 194...

.....

.....
(Title or designation)

Tonnage year beginning .....

Number and rate of payments .....

Tonnage tax certificate No. .....

Fee certificate No .....

Time entered .....
(Hour and minute)

Deaths .....

Net tonnage .....

Fees under sec. 2654, R. S. .....

Tonnage tax certificate fee .....

Tonnage duty paid:
First pay't ....., $....., date .....
(Name of port)
Last pay't ....., $....., date .....
(Name of port)

Fees under sec. 4381, R. S .....

Post entry fees .....

* To be filled in only if no tonnage duty is collected because five payments have been made during the tonnage year at the rate applicable to the current entry of vessel

U. S. GOVERNMENT PRINTING OFFICE 16—17880-1

See page 601 for discussion.

FORM APPROVED
BUDGET BUREAU NO 41 R367 43

Form 7525-V
UNITED STATES
DEPARTMENT OF COMMERCE
FOREIGN COMMERCE STATISTICAL REGULATIONS
(See Instr 5—Reverse Side)

File No. _____
(Section Customs Statistics)

(This space for use of Customs)

BUREAU OF THE CENSUS

☞ **Read carefully the instructions on back to avoid delay at shipping point**

SHIPPER'S EXPORT DECLARATION

OF SHIPMENTS TO FOREIGN COUNTRIES OR NONCONTIGUOUS TERRITORIES OF THE U. S.

☞ **Clearance will not be granted until shipper's declaration has been filed with the collector of customs**
(Declarations should be typewritten or prepared in ink, pencil is not permissible)

Customs File No.	
District	*Port*
Flag	*Country*
Pier No. _____	

Exporting carrier _____ (If vessel, give name and flag) From _____ (U. S. Customs port of exportation)

Exporter _____ (Actual shipper or agent) _____ Address (number, street, place, State)

For account of _____ (Principal or seller) _____ Address (number, street, place, State)

Consignee _____ (Ultimate consignee) _____ Address (place, country)

Foreign port of unloading _____ (For vessels only) Final Destination _____ (Not place of transhipment) _____ (Place and country)

(1) MARKS AND Nos.	(2) SHIPPING WEIGHT[1] (*Gross weight in pounds*)	(3) NUMBER AND KIND OF PACKAGES, DESCRIPTION OF MERCHANDISE AND EXPORT LICENSE NUMBER[3] (Describe in sufficient detail to permit classification according to Schedule B. Do not use general terms)	(4) SPECIFY "D" or "F"[4]	(5) SCHEDULE B[2] COMMODITY No.	(6) NET QUANTITY in Schedule B Units (State unit)	(7) VALUE AT TIME AND PLACE OF EXPORT (Selling price or cost if not sold, including inland freight, insurance, and other charges to place of export) *Nearest whole dollar*

Waybill or manifest No. _____ (Of exporting carrier) _____ (Date of exportation or, if vessel, date of clearance) Total, $ _____

I authorize _____ to act as my agent for customs purposes

_____, *Shipper*

I declare that the above is a true account of merchandise shipped to the country named, and that the description and quantity of each article are truly stated at the selling price or market value at time and place of exportation

SUBSCRIBED AND SWORN TO before me

on _____, 19____

(Signature) _____

(Capacity) _____ (Member of firm, secretary, agent, etc.)

(Title or designation)

(Address) _____

(Notary public, etc., or those authorized to administer oaths under Sec. 458, Tariff Act of 1930)

[1] If gross weight is not available for each Schedule B item listed in column (5) included in one or more packages, insert the approximate gross weight for each Schedule B item. The total of these estimated weights should equal the actual weight of the entire package or packages.

[2] Insert the appropriate export license number on the line below the description of each item.

[3] Foreign exports (re-exports) should be classified in accordance with the latest edition of Schedule B. For shipments to Alaska, use Schedule H.

[4] Designate foreign merchandise (reexports) with an "F" and exports of domestic merchandise with a "D".

"The contents of this document must be treated as confidential and may not be disclosed to others than the parties at interest without the written consent of the Secretary of Commerce."

16—20100-2

See pages 801-802 for discussion.

INSTRUCTIONS FOR THE USE OF THE YELLOW SHIPPER'S EXPORT DECLARATION (Commerce Form 7525–V)

(SEE REVERSE SIDE OF THE WHITE DEFENSE AID (LEND-LEASE) SHIPPER'S EXPORT DECLARATION FORM FOR INSTRUCTIONS RELATING TO THAT FORM)

(Follow Carefully to Avoid Delay at Shipping Point)

1. PROVISIONS OF LAW.

(*a*) Vessels shall not be cleared for foreign ports until manifests (or declarations) verified by oath, of the cargo, or its parts have been delivered to the collector at the point of exportation by the owners, shippers, or consignors thereof. Vessels leaving without clearance subject the master of vessel to a penalty of not more than $1,000 or less than $500.

(*b*) Similar provisions apply to exportations by rail, air, vehicle, or ferry.

(*c*) Shipper's export declarations must also be filed for shipments between the United States and its noncontiguous territories.

(*d*) For instructions regarding the use of this form for parcel-post exportations, see Section 91, Part II, United States Official Postal Guide.

2. SHIPPER'S EXPORT DECLARATIONS (COMMERCE FORM 7525–V).

(*a*) Must be made in *triplicate* for shipments by vessel or air, and in *duplicate* for shipments by rail, car, vehicle, and ferry for all merchandise shipped to foreign countries or to and from noncontiguous territories of the United States (Commerce Form 7525–V should not be filed for foreign merchandise shipped *in transit* through the United States from one foreign country to another In lieu thereof, "Shipper's Export Declaration for In-Transit Goods" on Commerce Form 7513 should be filed.) (A copy of this declaration is acceptable in various foreign countries to meet certain of their entry requirements. Therefore, on shipments to those countries an additional copy of the declaration must be filed. This list of countries includes Canada, Haiti, and Panama; and Argentina and Uruguay for air-express shipments.)

(*b*) The name of the shipper or his agent must appear on the space provided for "(Signature)" in the lower right-hand corner of all copies of the Declaration, but only the original (or the collector's copy) need be manually signed. The origin declaration covering shipment by vessel must be verified by oath before a notary public, customs officer, or other person authorized to administer oaths. Oath is not required on declaration covering shipment to Canada or Mexico by rail, vehicle, or ferry

(*c*) Agent's authority must be in writing on declaration or other document filed with the collector. Declarations are treated as confidential.

(*d*) Declarations must be presented to the Collector of Customs, who will retain the original and stamp one copy for presentation by shipper to the transportation company, to be attached to outward vessel or car manifest. The duplicate (or statistical) copy shall be forwarded by the collector to the Section of Customs Statistics, Customhouse, New York, N. Y.

(*e*) When shipments are made from the interior on through bills of lading to foreign destination, declarations must accompany waybills (if preferred, in sealed envelope) to port of exportation.

(*f*) On local bills of lading, declarations may accompany the goods, or be mailed to consignee at seaboard.

(*g*) For shipments by rail to Mexico and Canada separate declarations shall be prepared for each carload.

(*h*) The final place and country of destination, not the place of transshipment, should be shown in the space provided for "Final Destination." Special care should be taken to give the final place and country of destination for goods shipped through Canada, United Kingdom, Panama Canal Zone, or other seaboard countries for transshipment to other countries, such as through Chile or Peru, destined for Bolivia.

(*i*) In the case of shipments by vessel, the date of exportation, for statistical purposes, is the date of clearance of the vessel.

(*j*) The name and address of the ultimate consignee shall be furnished in accordance with the provisions of Treasury Decision 50433.

(*k*) Certificates of inspection by Department of Agriculture, for export of cheese, oleomargarine, butter, meats, and other food products must be furnished when required.

3. DESCRIPTION OF ARTICLES, QUANTITIES, AND VALUES.

Column 1.—Insert marks and numbers.

Column 2.—Insert gross weight in pounds.

Column 3.—Insert number and kinds of packages, description of merchandise and export license number. The merchandise must be described in sufficient detail to permit its classification in accordance with the commodity description provided in Department of Commerce Schedule "B," "STATISTICAL CLASSIFICATIONS OF DOMESTIC AND FOREIGN COMMODITIES EXPORTED FROM THE UNITED STATES." The description of the articles must be definite and complete Trade-marks and general terms such as "dry goods," "groceries," "meats," etc., are not sufficient.

Column 4.—Specify whether of domestic or foreign origin. Exports of domestic merchandise (U. S. products) include articles grown, produced, or manufactured in the United States. Exports of foreign merchandise (reexports) include articles reexported in the same condition as imported. Foreign articles changed by alteration or manufacture become U. S. articles and are to be classified as "domestic"

Column 5.—Insert the Schedule B commodity code number. (See Instruction 4 (*a*) below)

Column 6.—Insert the net quantity in Schedule B unit. State the unit of quantity shown.

Column 7.—Insert the dollar value at time and place of export. Value stated should be the selling price, or cost if not sold, including inland freight, insurance, and other charges to border point or seaport.

4. SCHEDULES AND BLANKS.

(*a*) Schedule B, statistical classifications of domestic and foreign exports, may be purchased from the Superintendent of Documents, Government Printing Office, Washington, D. C., local Collectors of Customs, and the Department of Commerce Field Office, 500 Fifth Avenue, New York, N. Y.

(*b*) Shipper's Export Declarations may be obtained from the Superintendent of Documents, Government Printing Office, Washington, D. C., or from the Collectors of Customs for 30 cents per block of 100. They may be printed by private parties provided they conform to the official form in size, wording, color, and arrangement.

5. FOREIGN COMMERCE STATISTICAL REGULATIONS.

For more detailed information regarding the preparation of the export declaration, refer to the Regulations for Collection of Statistics of Foreign Commerce and Navigation of the United States (Title 15, Chapter I, Part 30, Code of Federal Regulations), copies of which may be obtained free of charge from the Department of Commerce Field Offices, located in the principal cities; the Section of Customs Statistics, Customhouse, New York, N. Y.; and the Division of Foreign Trade Statistics, Bureau of the Census, Washington, D. C.

Revised January 31, 1943.

U. S. GOVERNMENT PRINTING OFFICE 16—62000-2

Item No.	SUBJECT	DESCRIPTION
15	**Forms to be used**	The form of Shipper's Export Declaration is Commerce Form 7525-V, On shipments from and to foreign countries, transported through the United States in bond, Customs Form No. 7512 (Transportation Entry and Manifest of Goods Subject to Customs Inspection and Permit) and Commerce Form No. 7513 (Shipper's Export Declaration for In-Transit Goods) must be used. On shipments withdrawn from bonded storage warehouses for export, Commerce Form 7525-V must be used. The shipments should be identified with an "F" (foreign products) in Column 4 on the declaration form. On shipments withdrawn from bonded manufacturing warehouses for export, Commerce Form 7525-V must be used. The shipments should be identified with a "D" (domestic products) in Column 4 on the declaration form. On shipments exported with benefit of draw-back, Commerce Form 7525-V must be used The shipments should be identified with a "D" (domestic products) in Column 4 on the declaration form. Rail Carriers will not furnish Shipper's Export Declaration Forms, which may be obtained from the Collector of Customs at a nominal charge. Shipper's Export Declarations may be printed by private parties, provided they conform strictly to the official form in size, wording, color and arrangement, including the instructions on the back thereof. Exporters should secure a copy of Commerce Department Schedule "B" (Statistical Classification of Domestic and Foreign Commodities Exported from the United States) as the information contained therein is necessary in the accurate preparation of these declarations. Schedule "B" may be obtained from the Superintendent of Documents, Government Printing Office, Washington, D. C., local Collectors of Customs, or from the Department of Commerce Field Office, 500 Fifth Avenue, New York, New York, for a nominal charge. After June 30, 1943, all declaration forms printed privately must show the Bureau of Budget approval numbers on the face of the form. These numbers must be shown in the **upper right hand** corner of the appropriate form as follows: Commerce Form No. — Bureau of the Budget Approval No. 7525-V — 41-R397-43 7525-DA-V — 41-R001-42 7513 — 41-R020-42 7513-DA — 41-R312-42 Thus, for Commerce Form 7513 the following notation should be printed: "Form Approved—Budget Bureau No. 41-R020-42". On forms not containing the Budget Bureau approval number, this information may be typed or stamped on the form in the **lower left hand** corner. Effective immediately, Shipper's Export Declarations (Commerce Form 7525-V) and Defense Aid (Lend-Lease) Shipper's Export Declarations (Commerce Form 7525-DA-V) will **not** be required for shipments of sea stores, ship's stores, vessel supplies and vessel equipment of the departing vessel. This decision applies to vessels sailing under both United States and foreign flags.
20 (Concluded on following page)	**Information to be shown on Shipper's Export Declaration** (Concluded on following page)	Shipper's Export Declarations must be legible and must be prepared on typewriter, in ink, or with indelible pencil. The data required therein must be complete and must be inserted in the spaces provided therefor on the declaration form. Declarations carelessly or incompletely prepared will result in shipments being detained at the port or border point of exit. Description of articles exported must be in sufficient detail to permit of exact classification thereof under Schedule "B". General designations, such as merchandise, fruits, groceries, dry-goods or machinery, should not be used. The total quantity and value of each individual article should be stated in one item. The kind of packages, such as barrels, boxes or crates, must be specified.

Item No.	SUBJECT	DESCRIPTION
20 (Concluded)	**Information to be shown on Shipper's Export Declaration** (Concluded)	Quantities should be stated in standard commercial units designated in Commerce Department's Schedule "B," in net weight where required, exclusive of the weight of barrels, boxes or other bulky coverings, and of salt or pickle in the case of salted or pickled fish or meats. Fractions of quantities of less than one-half will be dropped and one-half or over be increased to the next whole number The value of the shipments to be stated in the declaration is the value at the port or border points of exit, including all transportation and other charges from point of origin. Freight and/or other charges from the port or border point of exit in the United States to destinations in foreign countries or non-contiguous territories must not be included in the value. Values should be stated in dollars only, fractions of less than 50 cents being omitted and 50 cents or over being increased to the next dollar. The value of all articles grown, produced or manufactured in whole or in part in the United States must be designated with a "D" (domestic products) in Column 4. The value of articles of foreign origin exported from the United States in the same condition as when imported must be designated with an "F" (foreign products) in Column 4. If foreign articles are subjected to any process of manufacture or alteration in the United States, they become domestic products and must be reported as such. The country of final destination, that is the foreign country to which the goods are destined, must be shown. Care should be exercised to give the final destination of goods shipped through Canada to other foreign countries or of goods trans-shipped in the United Kingdom, etc., enroute to other foreign countries. Processed, adulterated or renovated butter must be accompanied by a certificate of purity issued by the United States Inspector of Dairy Products. Certificates of Inspection must be presented to the Collector of Customs. Shipments of meats and meat food products to be exported must be accompanied by a certificate of inspection as required by regulations of the Department of Agriculture. Shipments of livestock must be accompanied by certificate of inspection from the Bureau of Animal Industry. From time to time certain other commodities also must be accompanied by certificates of inspection, when required by Government regulation.
25	**Shipments in more than one car** **Divided Shipments**	When shipments are forwarded at one time in such quantity as to require loading in or on more than one car, a separate declaration should be furnished on each car in the shipment, in order to preclude any possibility of delay at the port or border points of exit in event the cars become separated enroute, provided, however, on shipments to Canada or Mexico by rail consisting of two or more cars, a separate shipper's export declaration shall be furnished for each car If separate declarations are not furnished or if a shipment is divided at the port of exit by accident or intention, part being exported in one vessel, airplane, or car, and part in another, the agent of the carrier will note the amount shipped on the declaration attached to the vessel, air, or car manifest Declarations covering subsequent shipments must be prepared by the carrier's agent in triplicate for shipments by vessel or aircraft or in duplicate for shipments by rail, car-ferry, or vehicle from records of the previous shipment and be presented to the Collector when the remainder is shipped. The number of the original declaration must be noted on each of the copies of the declaration

Item No.	SUBJECT	DESCRIPTION
30	**Oaths**	Original declaration for shipments by vessel must be verified by oath before a notary public, customs officer, or other person authorized to administer oaths. The oath is not required on declarations covering shipments to Canada, Newfoundland or Mexico by Rail, Vehicle or Ferry, but the original export declaration must be signed by the shipper, owner, or their authorized agent.
35	**To Whom Shipper's Export Declarations are to be delivered**	On shipments from interior points when destined to points in Canada or Mexico, the Declarations should, wherever possible, be delivered to rail carrier at point of origin or mailed to the agent (**see note**) of the delivering carrier at the port or border point of exit. When to other destinations, they should be mailed to the consignee, broker or steamship line at the point of exit. For goods shipped on a through export bill of lading from an interior point to a foreign country or to a non-contiguous territory of the United States, the shipper must prepare and deliver to the carrier the Export Declaration in triplicate to accompany the waybill to the port of export. When Declarations are delivered to rail carrier at point of origin, they must be attached to the waybill or mailed to the agent (**see note**) of the delivering carrier at the port or border point of exit so as to reach there prior to arrival of the shipment covered thereby. Upon arrival of the goods at the seaboard, Shipper's Export Declaration is to be delivered by consignee, broker or steamship agent to the Collector of Customs. Upon arrival of merchandise for exportation at the border port, the carrier must deliver to the Collector of Customs a car manifest, giving marks and numbers, the name of the shipper or consignor, description of the goods, and the destination thereof. This manifest may be the waybill, or a copy thereof, or a copy of the manifest prepared for the foreign customs. The required shipper's export declarations must be attached to the car manifest or waybill when delivered to the Collector. In the case of shipments consigned to points in Provinces of New Brunswick and Nova Scotia or shipments consigned for export via ports in these provinces when moving via Canadian Pacific Railway, Shipper's Export Declarations should be filed with the Collector of Customs, Vanceboro, Me., and **not** at Detroit, Mich. If the shipment originates or the Shipper's Export Declaration is prepared at the port of export, the shipper must deliver the declarations to the Collector of Customs. **Note.**—The Tunnel Agent when via N. Y. C. R. R through Detroit, Mich
40	**Penalty for transportation without delivery of Shipper's Export Declaration**	Agents or employees of any railroad who shall transport commodities into a foreign country before the declaration is delivered to the Collector of Customs will be liable to a penalty of fifty dollars ($50) for each offense.
45	**Shipper's Export Declarations Filed With Collector of Customs**	Export declarations must be in hands of Customs Officials before vessels or cars will be allowed to depart from the United States.

Form FT 7405
UNITED STATES
DEPARTMENT OF COMMERCE
BUREAU OF THE CENSUS
Section 30.25 F.C.S.R.

SHIPPER'S EXPORT DECLARATION
CORRECTION FORM

FORM APPROVED
BUDGET BUREAU NO. 41-R688.1.

Customs File No.
of amended
or cancelled
declaration _____

District _____ No. _____ Date of filing of Shipper's Export

Port _____ No. _____ Declaration Correction Form _____

Exporting carrier _____ Name of exporter _____
(If vessel, give name and flag) Check one below:

Date of exportation _____ 7525-V _____ 7513 _____

Final destination _____ 7525-DA-V _____ 7513-DA _____

Export License Number or Lend-Lease Requisition Number _____

GROSS WT. (pounds)	DESCRIPTION OF MERCHANDISE	Specify "D" or "F"	SCHEDULE B COMMODITY NO.	NET QUANTITY in Schedule B Units	EXPORT VALUE IN DOLLARS
CORRECTED REPORT					
1.					
2.					
3.					
ORIGINALLY REPORTED					
1.					
2.					
3.					

COMMENTS: Note here any changes not indicated above including changes in name of exporting carrier, final destination and export license number or Lend-Lease Requisition number.

I certify that the above statement is correct and true to the best of my knowledge.

Shipper or agent _____ Collector of Customs _____
(Signature) (Signature)

Date transmitted to the Customs Statistics Section, Foreign Trade Division,
Bureau of the Census, Customhouse, New York 4, New York _____

"The report on this export declaration correction form is accorded confidential treatment subject to the provisions of law. The contents may not be disclosed to others than the parties in interest without the written consent of the Secretary of Commerce."

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[1]

See page 802 for discussion.

INSTRUCTIONS FOR THE USE OF THE SHIPPER'S EXPORT DECLARATION CORRECTION FORM (Commerce Form FT 7403)

1. When to file a Shipper's Export Declaration Correction Form (Commerce Form FT 7403)

(a) The Collector of Customs at the port from which merchandise was exported by vessel, rail, air, car, vehicle and ferry to foreign countries or to or from territories and possessions of the United States will require the shipper or his agent to prepare and file in duplicate a Shipper's Export Declaration Correction Form, Commerce Form FT 7403, for all corrections, amendments or cancellations of Shipper's Export Declarations (Commerce Forms 7525-V and 7525-DA-V) which are reported after the statistical copies of the declarations have been forwarded to the Customs Statistics Section, Foreign Trade Division, Customhouse, New York 4, New York. This requirement shall also apply to corrections, amendments or cancellations of In-Transit Shipper's Export Declarations (Commerce Forms 7513 and 7513-DA) filed for foreign merchandise shipped in transit through the United States from one foreign country to another. The Collector of Customs will attach the original copy of Commerce Form FT 7403 to the Collector's copy of the Shipper's Export Declaration and will immediately forward the duplicate copy of the Shipper's Export Declaration Correction Form to the Customs Statistics Section in New York. When more than one item appears on the Shipper's Export Declaration, only the item or items for which a change is reported need be recorded on the correction form.

(b) Corrections, amendments or cancellations which are reported while the statistical copies of the export declarations are still in the office of the Collector will be noted directly thereon before they are forwarded to the Customs Statistics Section in New York. The statistical copies of cancelled export declarations will not be transmitted to the Customs Statistics Section.

(c) In particular instances where the Collector of Customs deems a documented record of a change necessary, even though the statistical copy of the declaration is still in his office, he may require the preparation and filing of the correction form by the shipper or his agent. At such times, the Collector will attach the original copy of the correction form to the Collector's copy of the Shipper's Export Declaration and the duplicate copy of the correction form to the reverse side of the statistical copy of the declaration prior to forwarding it to the Customs Statistics Section.

2. Indication of the changes to be made on the Shipper's Export Declaration

(a) Any change in gross weight, description of merchandise, type of transaction (domestic, foreign, or intransit export), Schedule B Commodity number, net quantity (Schedule B Units) and export value is to be indicated in the space provided, giving the information as it was originally reported and as amended or corrected. Cancellations are to be indicated by inserting the word "CANCELLED" under "CORRECTED REPORT."

(b) Changes in other factors, i.e., country, customs district, customs port, vessel, date of clearance, license number or Lend-Lease Requisition number, change from Lend-Lease to non-Lend-Lease or vice versa, are to be indicated "COMMENTS."

(c) All spaces in the heading of the form are to be filled in with the original data to facilitate carrying the corrections into the export statistical reports.

(d) In all cases where Shipper's Export Declaration Correction Forms (Commerce Form FT 7403) are required, sufficient information should be given in the description of the commodity so that it may be readily identified.

Collector of Customs: Mail daily to the Customs Statistics Section, Foreign Trade Division, Bureau of the Census, Customhouse, New York 4, New York

Revised June, 1945

FORM 50

DAYTON, PRICE AND COMPANY, LTD.

ONE PARK AVENUE

EXPORT ORDER NO._____ NEW YORK._____

WHEN WRITING ABOUT THIS ORDER ALWAYS MENTION ORDER NO., PORT AND INITIALS

MARK

TO_____

_____

NUMBER PACKAGES FROM_____UP

CASE OR PACKAGES MUST BEAR ABOVE MARK AND NUMBER IN BLACK INK AND BE MARKED "FOR EXPORT"

SHOW GROSS AND NET WEIGHTS ON EACH CASE

INSTRUCTIONS

THIS ORDER IS PLACED WITH THE UNDERSTANDING THAT THE LOWEST EXPORT PRICES AND BEST DELIVERY TERMS WILL BE GUARANTEED TO US, AND THAT IF PRICES DECLINE PREVIOUS TO TIME OF SHIPMENT, WE ARE TO RECEIVE THE BENEFIT OF THE LOWER PRICES

ALL GOODS TO BE CLOSELY AND SECURELY PACKED IN STRONG NEW CASES FOR EXPORT, BOXES AND CASES TO BE STRAPPED WITH IRON BANDS.

IN ALL CASES PREPAY FREIGHT OR EXPRESS CHARGES TO NEW YORK IF PRICES ARE F O B FACTORY, PLEASE PREPAY THE FREIGHT AND CHARGE SAME ON YOUR INVOICE.

RAILROAD BILLS OF LADING OR OTHER EVIDENCE OF SHIPMENT MUST BE MARKED "FOR EXPORT." DO NOT INSURE THIS MERCHANDISE AS WE COVER FROM FACTORY TO DESTINATION

IN ACCEPTING THIS ORDER THE SUPPLIER AGREES TO BE RESPONSIBLE AND LIABLE FOR ANY CHARGES, DAMAGES OR FINES ARISING FROM NEGLECT IN COMPLYING WITH TERMS AND INSTRUCTIONS ON THE FACE OR BACK OF THIS ORDER PAYMENT TO BE MADE WITHIN TEN DAYS AFTER CLEARANCE OF GOODS AND THE SO-CALLED CASH IN TEN DAYS DISCOUNT TO BE ALLOWED RIGHT OF CANCELLATION RESERVED CONTINGENT UPON ABNORMAL CIRCUMSTANCES BEYOND OUR CONTROL.

INVOICES MUST BE RENDERED IN EIGHT COPIES, EACH COPY TO SHOW ORDER NUMBER AND MARK, NET LEGAL AND GROSS WEIGHTS AND MEASUREMENTS AND EXACT CONTENTS OF EACH CASE ALL INVOICES MUST BE DATED AS OF THE DATE OF ACTUAL SHIPMENT INVOICES MAILED LATER THAN 48 HOURS THEREAFTER WILL BE CONSIDERED DATED AS OF THE DATE OF MAILING

A PROFORMA INVOICE IN TRIPLICATE MARKED "PROFORMA" MUST BE SENT PROMPTLY TO OUR "ORDER DEPT." ADVISING US OF:

1 —PRICES, OR DISCOUNTS FROM LIST PRICES, AT WHICH ORDER WILL BE EXECUTED
2 —SUGGESTED CHANGES IN SPECIFICATIONS, IF ANY
AND IF POSSIBLE
3 —NUMBER OF PACKAGES AND CONTENTS, GROSS, LEGAL AND NET WEIGHTS, WITH MEASUREMENTS
4 —APPROXIMATE DATE OF DELIVERY

SHIPPING DIRECTIONS WILL NOT BE FORWARDED UNTIL PROFORMA INVOICE AND INFORMATION IS RECEIVED

GOODS FORWARDED IN ABSENCE OF SHIPPING INSTRUCTIONS ARE AT YOUR EXPENSE AND RISK AND WILL BE HELD FOR YOUR ACCOUNT.

DAYTON, PRICE AND COMPANY, LTD.

IMPORTANT—READ INSTRUCTIONS ON THE OTHER SIDE

[1]

See page 300 for discussion.

IMPORTANT INSTRUCTIONS—READ CAREFULLY

ALL MERCHANDISE SUPPLIED AGAINST THIS ORDER MUST BE MADE IN THE UNITED STATES UNLESS WE SPECIFICALLY AUTHORIZE YOU IN WRITING TO SUPPLY GOODS MANUFACTURED IN WHOLE OR IN PART OUTSIDE OF THE U.S.A.

MERCHANDISE MARKS ACT

This applies to practically ALL COUNTRIES, especially INDIA, BURMA and CEYLON

FOR ADDITIONAL INSTRUCTIONS SEE BELOW

Every article container, package or carton exported from this country, which bears any word, letter or numeral, must in addition be qualified with a phrase showing the country of origin, such as "Made in U. S. A." in letters as clear and conspicuous and in the same size and style of type as the surrounding printed matter, and in close proximity thereto. This qualifying phrase must appear on all sides where such printed matter is shown. Do not use adhesive labels, but if necessary use a rubber stamp and indelible ink. If there is no printed matter at all on the article, container, package or carton it is not necessary to stamp the words "Made in U. S. A."

PIECE GOODS

All orders for piece goods which are ordinarily sold by the length or piece, must have conspicuously stamped in English numerals on each piece, the length thereof, in standard yards and the words "Made in U. S. A."

CHINA—INCLUDING HONGKONG

Marking of "Made in U. S. A."

The following instructions must be carefully complied with on all shipments for the Chinese market *including Hongkong.*

All goods, including their containers, cartons or wooden cases must be marked in a conspicuous place with the name of the country or origin such as "MADE IN U. S. A."

PHILIPPINE ISLANDS

All goods, advertising material, display samples, etc., whether of American or foreign origin, and the containers, packages, cartons or cases containing such goods, must respectively be marked with the country of origin, such as "Made in U S.A." In the case of printed materials the phrase "Printed in U.S.A." or "Lithographed in U.S.A." is equally acceptable.

IMPORTANT BILLING INSTRUCTIONS

ALL LIQUID PREPARATIONS CONTAINING ALCOHOL

The total liquid content the shipment consists of must be clearly specified on the invoices. Enumerate the number of bottles and the quantity of liquid contained in each bottle. Also please state the following on all copies of your invoice.

1.—The percentage of alcohol in the preparation.

2.—The alcoholic content of each bottle, by weight and volume.

3.—The name of the denaturants used, if any.

All such Preparations to be packed separately and not to be included with general goods.

Concerning Shipments to the Following Countries:

STRAITS SETTLEMENTS, FEDERATED MALAY STATES, NETHERLANDS INDIES AND CEYLON

All copies of your invoices must bear a statement signed by a responsible official of your company certifying to the country of origin of the goods, such as.

"We certify that the merchandise covered by this invoice, is of the growth, product or manufacture of the U. S. A."

*Signed*_____

CHINA AND SIAM

Invoices must state weights in kilos and pounds, and measurements in inches and centimeters.

EGYPT

Re shipments to Egypt of Medicinals, Pharmaceuticals and Proprietary Medicines.

All products for the relief and/or cure of human or animal ills, must conspicuously show the Egyptian retail unit price to the consumer, in Egyptian currency, on the outer label, carton or wrapper of the individual packets or bottles. This information must also be shown on your invoices. If you do not understand this requirement communicate with us.

Should the merchandise being supplied against this order be a medicine, please certify to the following on all copies of your invoices:

1.—The percentage of alcohol in the preparation.

2.—The liquid content of each bottle in liters and the alcoholic content also in liters.

3.—If there is no alcoholic content, state so

PHILIPPINE ISLANDS

Invoices for merchandise of American manufacture, must bear the following form of declaration, to be printed, typewritten or rubber-stamped and duly signed and completed by a principal officer of your company before a Notary Public with a dry seal.

"We hereby certify that the above described articles are of the growth, product or manufacture of the United States, or its possessions, and that no drawback of import duties has been or will be claimed thereon, and that this invoice is true and correct in all particulars."

The Notary must use the phrase "Subscribed and sworn to before me this_____day of_____19 ____"

If any of the goods on this order should not comply with the above certificate they must be invoiced SEPARATELY and DESIGNATED FOREIGN MERCHANDISE.

Should the merchandise supplied against this order contain denatured alcohol, please have all copies of your invoices bear the following notations signed by an official of your company·

"The merchandise covered by this invoice contains alcohol denatured according to U. S. P. Formula No._____"

*Signed*_____

CABLES: OSEACOM
ALL CODES

PHONE:
WHITEHALL 3-0175

Overseas Credit Corporation

EXPORT AND IMPORT FINANCE

90 BROAD STREET
NEW YORK 4, N. Y.

We are prepared to extend to you export finance facilities under the following conditions:

1. Orders on which you desire our cooperation, and which you are prepared to execute, you will first submit to us for checking purposes. The orders will be returned to you promptly with our approval or recommendation.

2. Against delivery to us, within the validity of our approval or extended approval, of negotiable drafts and documents purporting to represent correct execution of such approved orders, we will pay to you 80 per cent of the face amount of the drafts. Drafts may include ocean freight, insurance and shipping charges.

3. Drafts and documents will be forwarded abroad for collection via banks which may be nominated by you or your overseas customers subject to our approval. On receipt in New York of proceeds of payment of each draft or drafts covering a shipment, we will send you a statement of account, together with our check for the difference in your favor between proceeds of payment and the sum of our above-mentioned advance, service charge and out-of-pocket expense, without accountability for amount of such difference unless actually collected.

4. Our service charge will be 4 per cent of the face amount of your drafts, plus interest at 6 per cent per annum on the amount we have advanced for the period the advance is outstanding. Interest will be waived on sight drafts for the first sixty days the advance is outstanding. Minimum service fee $2 50. Our service charge and/or interest is payable to us only out of proceeds of payment if and when received in New York.

5. Our above-mentioned payment of 80 per cent of the amount of your draft, in return for which title to the draft, documents and underlying merchandise, together with original signed order, is passed over to us, is made to you WITHOUT RECOURSE as to all financial risks, but you will, of course, remain responsible for authenticity of your customers' orders and correct execution thereof.

6. This agreement is subject to the Provisions Governing Relations printed on the back hereof.

You may signify your acceptance of these terms by signing and returning to us the attached duplicate of this letter.

Very truly yours,

OVERSEAS CREDIT CORPORATION

Accepted:

President

_____

By_____

Date_____

[1]

See pages 299 and 305 for discussion.

PROVISIONS GOVERNING RELATIONS

It is seller's responsibility to comply with all conditions of buyer's order and the acceptance by Overseas Credit Corporation of drafts and documents and advancing funds thereagainst does not relieve seller of this obligation. In the event of claim by buyer that order has not been correctly executed, it shall be seller's responsibility to establish otherwise.

Proceeds of payment is understood to be the net amount of funds received by Overseas Credit Corporation in New York after deduction of all out-of-pocket expense incurred in handling the collection of drafts and will include, among other things, airmail and/or cable expense, foreign bill stamp fees and bank collection charges, if any. All expenses incurred in enforcing payment of drafts and/or in storing, shipping, insuring and/or disposing of the underlying merchandise will be a first charge against the proceeds.

Except where special provisions have been made in respect to special cases, Overseas Credit Corporation may not call on seller for any financial reimbursement provided the order from the overseas buyer, on the basis of which the goods were shipped, is authentic and such order has been correctly executed in every respect.

It is the policy of Overseas Credit Corporation to stay in the background and not inject itself into relations existing between buyer and seller. Where, however, in its opinion its interests are jeopardized in connection with a draft which is past due on original terms, it is at liberty as the absolute owner to deal with the draft and/or underlying merchandise as in its sole opinion may best protect its interests. As a matter of practise, where time permits, it will notify seller of contemplated action and give seller an opportunity to buy back the draft, but it is under no legal obligation to get seller's approval of any contemplated action, even though such action may wipe out seller's equity.

APPLICATION FOR MEMBERSHIP

IN THE

Foreign Credit Interchange Bureau

OF THE

NATIONAL ASSOCIATION OF CREDIT MEN

1 PARK AVENUE, NEW YORK, N. Y.

Date_____ 19____

As members of the National Association of Credit Men, we apply for membership in the Foreign Credit Interchange Bureau of the National Association of Credit Men, and agree, if admitted, to abide by the terms and conditions set forth on the reverse side.

Firm Name_____

Address_____

Business_____

Representative_____ Title_____

Name of person to whom literature shall be sent_____

Proposed by_____

NOTE. No commission is paid to any employee or member for securing this application. The invitation to join is extended from the standpoint of mutual interest, and the promotion and protection of foreign trade.

FCIB ZM 11-41

TERMS AND CONDITIONS

THE SUBSCRIBER AGREES:

(a). To pay in advance the sum of One Hundred Twenty Five Dollars ($125.00) covering one year's membership.
(b). To treat all information furnished by the Bureau as strictly confidential
(c). To furnish a complete list of the names and addresses of foreign concerns, including Canada and domestic export commission houses in whom interested, and supply names of new or additional accounts in any manner most convenient
(d). To furnish promptly a full and exact statement of business experiences in accordance with details indicated on the form of inquiry received from the Bureau, and to substantiate, if requested, experiences so contributed

THE FOREIGN CREDIT INTERCHANGE BUREAU AGREES TO SUPPLY THE FOLLOWING SERVICES WITHIN THE MEMBERSHIP YEAR:

1. To furnish up to one hundred original foreign credit interchange reports and supplementary information whenever obtainable.
2. Free reciprocal copy of all foreign credit interchange reports to which the member contributes experiences.
3. Monthly Round Table Conferences on foreign credit, collection and exchange problems in which members may participate by attendance or mail. Minutes of these Conferences available at $1.00 per copy
4. Moral Suasion Letter Service on overdue accounts A service charge of $3 00 is made for each account handled.
5. Weekly Bulletin for the period of the membership year.
6. Consultation Service available on all unusual foreign trade problems.
7. Exchange of General Information—credit, collection and exchange surveys, etc.

THE BUREAU FURTHER AGREES:

(a). To furnish additional reports on the basis of one hundred or a multiple thereof at the rate of Ninety Dollars ($90.00) per hundred, such reports to be supplied within the subscription period of this application Single reports in excess of one hundred to be furnished at a charge of One Dollar and Twenty-Five Cents ($1.25) per report.
(b). To make no charge upon inquiries on which information is unobtainable.
(c). To undertake to obtain information directly from a firm inquired upon when information is unobtainable through the usual channels.
(d) To hold as strictly confidential the subscriber's list of foreign accounts, transfer it promptly to card records under the subscriber's code number, and return original list by registered mail, retaining no duplicate
(e). Never to divulge the name of subscriber who has contributed information, without first securing his permission.

All information is procured and transmitted by the Bureau as the member's agent, without liability for negligence in procuring, collecting, communicating or failing to communicate the information so procured.

See page 435 for discussion.

FREIGHT CONTRACT.

No.....

.....S. S. Co.

We confirm booking made with Mr.....

for account of.....

per S. S..... ...expected to sail..... .....

for.....

commodity..... .....

.....

.....

.....

.....

.....

at rate of... .. . . .per..... ....

Should Steamer not pass Sandy Hook before 6 p. m. of expected sailing day (as reported by Maritime Exchange), or should Steamer arrive known to be so disabled as to prevent her sailing within ten days after her expected sailing day, shippers have option of cancelling this Contract on giving Agents notice to that effect by noon of the first business day following expected sailing day or announcement of disability.

New York, Per

Printed and Sold by Linz & Co., 24 Beaver Street U 90782

FREIGHT CONTRACT, FORWARDER'S

PITT & SCOTT
CORPORATION
FREIGHT BROKERS AND FORWARDERS
25 BEAVER STREET - NEW YORK

FREIGHT BOOKING

_____ No._____

_____ NEW YORK,_____ 194___

_____

WE CONFIRM BOOKING WITH MR _____

FOR ACCOUNT OF _____

PER S/S _____ EXPECTED TO SAIL_____

FROM_____ TO_____

COMMODITY _____

_____

AT RATE OF_____

BROKERAGE_____

PITT & SCOTT
CORPORATION

BY _____

See pages 325 and 328 for discussion.

General Order No. 41 P. OF D G D G. FORM NO. 48—PRINTED AND SOLD BY UNZ & CO 24 BEAVER ST. N Y U 9123

STANDARD FORM FOR PRESENTATION OF LOSS OR DAMAGE CLAIMS.

Approved by
THE INTERSTATE COMMERCE COMMISSION
THE NATIONAL INDUSTRIAL TRAFFIC LEAGUE
THE FREIGHT CLAIM ASSOCIATION

Claimant's Number §

(Name of person to whom claim is presented) (Address of Claimant)

(Name of carrier) (date) (Carrier's Number)

(Address)

This claim for $ (Amount of claim) is made against the carrier named above by (Name of claimant)

for (Loss or damage) in connection with the following described shipment:

Description of shipment

Name and address of consignor (shipper)

Shipped from (City, town or station), To (City, town or station)

Final destination (City, town or station) Routed via

Bill of Lading issued by Co.; Date of Bill of Lading

Paid Freight Bil (Pro) Number, Original Car Number and Initial

Name and address of consignee (Whom shipped to)

If shipment reconsigned enroute, state particulars:

DETAILED STATEMENT SHOWING HOW AMOUNT CLAIMED IS DETERMINED

(Number and description of articles, nature and extent of loss or damage, invoice price of articles, amount of claim, etc.)

Total Amount Claimed

IN ADDITION TO THE INFORMATION GIVEN ABOVE, THE FOLLOWING DOCUMENTS ARE SUBMITTED IN SUPPORT OF THIS CLAIM.*

( ) 1. Original bill of lading, if not previously surrendered to carrier.
( ) 2. Original paid freight ("Expense") bill.
( ) 3. Original invoice or certified copy.
4. Other particulars obtainable in proof of loss or damage claimed.

Remarks:

The foregoing statement of facts is hereby certified to as correct.

(Signature of claimant)

§ Claimant should assign to each claim a number, inserting same in the space provided at the upper right hand corner of this form. Reference should be made thereto in all correspondence pertaining to this claim.

* Claimant will please check (x) before such of the documents mentioned as have been attached, and explain under "Remarks" the absence of any of the documents called for in connection with this claim. When for any reason it is impossible for claimant to produce original bill of lading, if required, or paid freight bill, claimant should indemnify† carrier or carriers against duplicate claim supported by original documents.

[1]

See pages 325 and 414 for discussion.

NAME OF CARRIER

TO CLAIMANTS:

Persons presenting claims to a carrier will expedite settlement by furnishing the carrier with a complete and detailed statement of all pertinent facts tending to establish the validity of their claims. It is the desire of carrier to settle promptly all valid claims, and the frank and hearty co-operation of the claimant is therefore solicited. Delayed settlement of claims is frequently due to the failure of the claimant to furnish carrier with the necessary information and documents with which to make investigation and establish liability promptly. It should be borne in mind that carriers under the terms of the Act to Regulate Commerce are required to thoroughly investigate each claim before payment. Claimants should, therefore, in every case furnish the carrier, as far as possible, with the information and documents called for on the other side of this form, even though there may be instances when it appears to the claimant that the information called for is more than necessary to establish the validity of the claim. There are claims, e. g., for concealed loss and damage, in connection with which it may be necessary to call for additional information from the claimant before making settlement.

Claimants are requested to make use of this form for filing claims with carrier. Claims may be filed with the carrier's agent either at the point of origin or destination of shipment, or direct with the Claim Department of the carrier, and will be considered properly presented only when the information and documents called for on the other side of this form have, as far as possible, been supplied. A duplicate copy thereof should be preserved by the claimant.

Claimants should read carefully the information appearing below.

IMPORTANT INFORMATION TO CLAIMANTS RESPECTING LOSS AND DAMAGE CLAIMS.

Before presenting a claim on account of loss and damage, the following important information respecting claims should be given careful consideration:

1. The terms under which property is accepted and transported by a carrier are stated on the bill of lading issued by the carrier; also in tariffs and classifications issued or subscribed to by the carrier. Persons intending to file claims should, before doing so, examine the terms and conditions under which property was accepted and transported. If any part of the shipment in question was subject to the Regulations for the Transportation of Explosives and Other Dangerous Articles, prescribed by the Interstate Commerce Commission, pursuant to Acts of Congress, the person filing the claim should know that all of these regulations applicable to the shipment had been complied with.

2. Carriers and their agents are bound by the provisions of law, and any deviation therefrom by the payment of claims before the facts and measure of legal liability are established will render them, as well the claimant, liable to the fines and penalties by law. Attention is called to the following extract from Interstate Commerce Commission Conference Ruling No. 68.

> "It is not the proper practice for railroad companies to adjust claims immediately on presentation and without investigation. The fact that shippers may give bond to secure repayment in case, upon subsequent examination, the claims prove to have been improperly adjusted, does not justify the practice."

3. In order that the carrier may have an opportunity to inspect goods and thereby properly verify claims, any loss or damage discovered after delivery should be reported to the agent of the delivering line, as far as possible, immediately upon discovery, or within forty-eight hours after receipt of goods by consignee.

4. Pending the settlement of any dispute or disagreement between the consignee and the carrier as to questions of loss or damage in connection with property transported the consignee may avoid a possible accrual of demurrage or storage charges as well as other loss or damage, by promptly accepting the property from the carrier. Such action on his part in no way affects any valid claim which may exist against the carrier.

5. Under the provisions of the 6th section of the Act to Regulate Commerce, it is unlawful for a carrier to charge or demand or collect or receive, any greater or less or different compensation for the transportation of property than the rates and charges named in tariffs lawfully on file, nor to refund or remit in any manner or by any device any portion of the rates and charges so specified. The refund or remission of any portion of the rates and charges so specified through the payment of fraudulent, fictitious or excessive claims for loss of or damage to merchandise transported is as much a violation of the law as is a direct concession or departure from the published rates and charges.

In this connection, attention is also called to the following important quotation from section 10 of the Act to Regulate Commerce:

> "Any common carrier subject to the provisions of this Act, or, whenever such common carrier is a corporation, any officer or agent thereof, or any person acting for or employed by such corporation, who, by means of false billing, false classification, false weighing, or false report of weight, or by any other device or means, shall knowingly and willfully assist, or shall willingly suffer or permit, any person or persons to obtain transportation for property at less than the regular rates then established and in force on the line of transportation of such common carrier, shall be deemed guilty of a misdemeanor, and shall, upon conviction thereof in any court of the United States of competent jurisdiction within the district in which such offense was committed, be subject to a fine of not exceeding five thousand dollars, or imprisonment in the penitentiary for a term of not exceeding two years, or both, in the discretion of the court, for each offense."
>
> "Any person, corporation, or company, or any agent or officer thereof, who shall deliver property for transportation to any common carrier subject to the provisions of this Act, or for whom, as consignor or consignee, any such carrier shall transport property, who shall knowingly and willfully, directly or indirectly, himself or by employees, agent, officer, or otherwise, by false billing, false classification, false weighing, false representation of the contents of the package or the substance of the property, false report of weight, false statement, or by any other device or means, whether with or without the consent or connivance of the carrier, its agent, or officer, obtain or attempt to obtain transportation for such property at less than the regular rates then established and in force on the line of transportation; or who shall knowingly or willfully, directly or indirectly, himself or by employee, agent, officer, or otherwise, by false statement or representation as to cost, value, nature, or extent of injury, or by the use of any false bill, bill of lading, receipt, voucher, roll, account, claim, certificate, affidavit, or deposition, knowing the same to be false, fictitious, or fraudulent, or to contain any false, fictitious, or fraudulent statement or entry, obtain or attempt to obtain any allowance, refund, or payment for damage or otherwise in connection with or growing out of the transportation of or agreement to transport such property, whether with or without the consent or connivance of the carrier, whereby the compensation of such carrier for such transportation, either before or after payment, shall in fact be made less than the regular rates then established and in force on the line of transportation, shall be deemed guilty of fraud, which is hereby declared to be a misdemeanor, and shall, upon conviction thereof in any court of the United States of competent jurisdiction, within the district in which such offense was wholly or in part committed, be subject for each offense to a fine of not exceeding five thousand dollars or imprisonment in the penitentiary for a term of not exceeding two years, or both, in the discretion of the court: Provided, That the penalty of imprisonment shall not apply to artificial persons."

CONTINUING GUARANTY

To Bank of America
NATIONAL TRUST AND SAVINGS ASSOCIATION

(1) For valuable consideration, the undersigned (hereinafter called Guarantors) jointly and severally unconditionally guarantee and promise to pay to BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (hereinafter called Bank), or order, on demand, in lawful money of the United States, any and all indebtedness of .... SAN FRANCISCO IMPORTING COMPANY ..... (hereinafter called Borrowers) to Bank The word "indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of Borrowers or any one or more of them, heretofore, now, or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Borrowers may be liable individually or jointly with others, or whether recovery upon such indebtedness may be or hereafter become barred by any statute of limitations, or whether such indebtedness may be or hereafter become otherwise unenforceable.

(2) The liability of Guarantors shall not exceed at any one time the sum of .....ONE HUNDRED THOUSAND..... ..... UNITED STATES DOLLARS ONLY..... Dollars ($ 100,000.00 ....) for principal, together with all interest upon the indebtedness or upon such part thereof as shall not exceed the foregoing limitation. Notwithstanding the foregoing, Bank may permit the indebtedness of Borrowers to exceed Guarantors' liability. This is a continuing guaranty relating to any indebtedness, including that arising under successive transactions which shall either continue the indebtedness or from time to time renew it after it has been satisfied. This guaranty shall not apply to any indebtedness created after actual receipt by Bank of written notice of its revocation as to future transactions Any payment by Guarantors shall not reduce their maximum obligation hereunder, unless written notice to that effect be actually received by Bank at or prior to the time of such payment.

(3) The obligations hereunder are joint and several, and independent of the obligations of Borrowers, and a separate action or actions may be brought and prosecuted against Guarantors whether action is brought against Borrowers or whether Borrowers be joined in any such action or actions; and Guarantors waive the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof.

(4) Guarantors authorize Bank, without notice or demand and without affecting their liability hereunder, from time to time to (a) renew, compromise, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the indebtedness or any part thereof, including increase or decrease of the rate of interest thereon, (b) take and hold security for the payment of this guaranty or the indebtedness guaranteed, and exchange, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as Bank in its discretion may determine; and (d) release or substitute any one or more of the endorsers or guarantors. Bank may without notice assign this guaranty in whole or in part.

(5) Guarantors waive any right to require Bank to (a) proceed against Borrowers; (b) proceed against or exhaust any security held from Borrowers, or (c) pursue any other remedy in Bank's power whatsoever Guarantors waive any defense arising by reason of any disability or other defense of Borrowers or by reason of the cessation from any cause whatsoever of the liability of Borrowers. Until all indebtedness of Borrowers to Bank shall have been paid in full, even though such indebtedness is in excess of Guarantors' liability hereunder, Guarantors shall have no right of subrogation, and waive any right to enforce any remedy which Bank now has or may hereafter have against Borrowers, and waive any benefit of, and any right to participate in any security now or hereafter held by Bank Guarantors waive all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, and notices of acceptance of this guaranty and of the existence, creation, or incurring of new or additional indebtedness.

(6) In addition to all liens upon, and rights of setoff against the moneys, securities or other property of Guarantors given to Bank by law, Bank shall have a lien upon and a right of setoff against all moneys, securities and other property of Guarantors now or hereafter in the possession of or on deposit with Bank, whether held in a general or special account or deposit, or for safekeeping or otherwise; and every such lien and right of setoff may be exercised without demand upon or notice to Guarantors. No lien or right of setoff shall be deemed to have been waived by any act or conduct on the part of Bank, or by any neglect to exercise such right of setoff or to enforce such lien, or by any delay in so doing, and every right of setoff and lien shall continue in full force and effect until such right of setoff or lien is specifically waived or released by an instrument in writing executed by Bank.

[1]

See pages 99–100 for discussion.

(7) Any indebtedness of Borrowers now or hereafter held by Guarantors is hereby subordinated to the indebtedness of Borrowers to Bank; and such indebtedness of Borrowers to Guarantors if Bank so request shall be collected, enforced and received by Guarantors as trustees for Bank and be paid over to Bank on account of the indebtedness of Borrowers to Bank but without reducing or affecting in any manner the liability of Guarantors under the other provisions of this guaranty.

(8) Where any one or more of Borrowers are corporations or partnerships it is not necessary for Bank to inquire into the powers of Borrowers or the officers, directors, partners or agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder.

(9) Guarantors agree to pay a reasonable attorneys' fee and all other costs and expenses which may be incurred by Bank in the enforcement of this Guaranty.

(10) Any married woman who signs this guaranty hereby expressly agrees that recourse may be had against her separate property for all her obligations under this guaranty.

(11) In all cases where there is but a single Borrower or a single Guarantor, then all words used herein in the plural shall be deemed to have been used in the singular where the context and construction so require, and when there is more than one Borrower named herein, or when this guaranty is executed by more than one Guarantor, the word "Borrowers" and the word "Guarantors" respectively shall mean all and any one or more of them.

IN WITNESS WHEREOF the undersigned Guarantors have executed this guaranty this ...10th.....day of

..... June....., 19.....

.....San. Francisco, California..... .....John Doe.....

....

Form BQ-907
(Rev. Aug. 31, 1942)

UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL RESEARCH ADMINISTRATION
BUREAU OF ENTOMOLOGY AND PLANT QUARANTINE
WASHINGTON, D. C.

No. .....

Import and Permit Section, Division of Foreign Plant Quarantines
209 River Street, Hoboken, New Jersey

IMPORT PERMIT

VALID .....

.....
(Date)

Under authority of the Plant Quarantine Act, approved August 20, 1912, as amended, permission is hereby granted to .....

.....
(Broker or agent)

to import in accordance with .....

.....

the plants or plant products herein specified, grown or produced .....

from .....
(Name and address of foreign shipper)

through the port or ports of * .....

.....

QUANTITY AND DESIGNATION

SAMPLE

CLAUDE R. WICKARD,
Secretary of Agriculture.

Countersigned:
P. N. ANNAND,
Chief of Bureau.

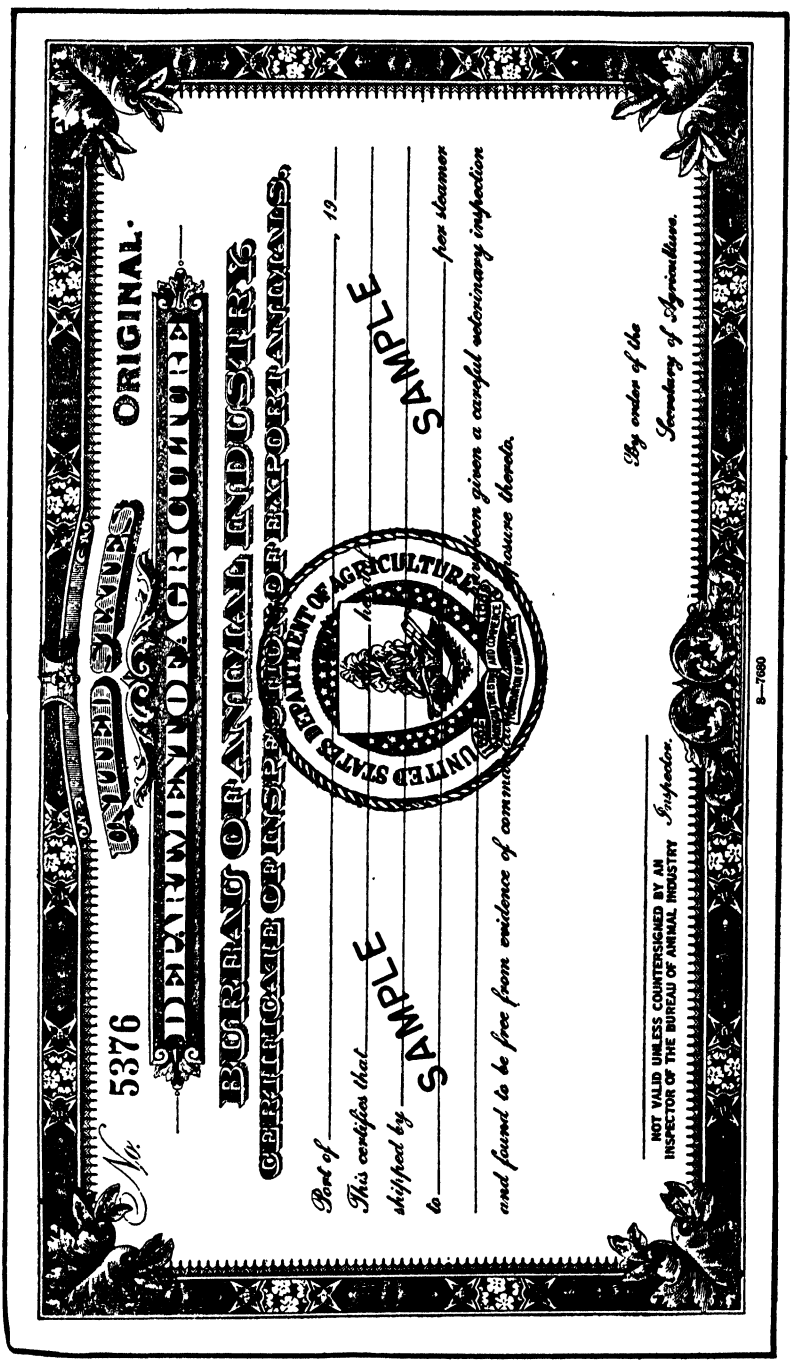
By .....
Division of Foreign Plant Quarantines.

* A copy of this permit has been sent to the Collector of Customs at each port listed. If it is desired to make entries at other approved ports, application should be made in advance to the Bureau of Entomology and Plant Quarantine, Hoboken, N. J.

PERMITTEE SHOULD ADVISE THE BUREAU PROMPTLY OF CHANGE OF ADDRESS

U. S. GOVERNMENT PRINTING OFFICE 16—80907-1

See page 474 for discussion.



See pages 62, 84, 97, and 138 for discussion.

Inspection Certificate

_____ *19*

*Car Number*_____ *Initials*_____ *Ex S S* _____ *Trip No* _____

*Started loading car*_____ *M.* *Temperature Outside*_____° *Inside*_____°

Finished " "_____ *M* " " _____° " _____°

*Kind of Bananas*_____ *Class*_____

*Condition of Bananas was*_____ *Quality of Bananas was*_____

*Car was loaded*_____ *Car was prepared for shipment*_____

Remarks:

This is to certify that I personally inspected the above mentioned bananas and that the above statements are correct in all respects.

For account of FRUIT DISPATCH COMPANY

_____
Inspector of Bananas.

See page 138 for discussion.

GOVT FORM 833
PRINTED IN U S A.

NOT NEGOTIABLE

AMERICAN OVERSEAS AIRLINES

SHIPPER'S LETTER OF INSTRUCTIONS

Issued by AMERICAN OVERSEAS AIRLINES, Inc

100 EAST 42ND STREET NEW YORK 17 N Y U S A

CONDITIONS, RULES AND PROVISIONS OF CARRIAGE INCLUDED ON REVERSE

The Undersigned Has This Day Forwarded To American Overseas Airlines Shipment Described Below American Overseas Airlines, Inc or American Airlines Inc, or Railway Express Agency Inc is hereby requested upon receipt of said shipment at their receiving office at origin or at the airport, to issue the International Air Waybill of American Overseas Airlines When prepared in accordance with the instructions and information herein contained and with the rules regulations, and requirements of American Overseas Airlines, Inc and/or American Airlines Inc and when signed on behalf of the undersigned as hereinafter authorized for the receipt carriage and forwarding and consignment for carriage, of said shipment in American Overseas Airlines International Air Service and as subject to the terms exceptions provisions and conditions stated and referred to on the face and reverse hereof, and to the classifications tariffs rates charges rules regulations conditions and schedules referred to on the face and reverse hereof all of which are identical to the respective terms, exceptions provisions, conditions classifications tariffs rates charges rule regulations conditions and schedules stated and/or referred to in said Air Waybill as issued for such shipment American Overseas Airlines Inc and/or American Airlines, Inc is requested to transport shipment described herein in accordance with the instructions set forth herein

CONSIGNED TO _____

ADDRESS _____

FOR _____ ADDRESS _____

AIRPORT OF ORIGIN _____ AIRPORT OF DESTINATION _____

FROM	TO	TYPE OF SERVICE‡	METHOD OF ROUTING (Indicate Whether Rail Express Air Express, Airfreight or other type of Service)	FROM	TO	TYPE OF SERVICE‡

MARKS AND NUMBERS	NO OF PCS (IN WORDS AND FIGURES) AND METHOD OF PACKING	DESCRIPTION OF THE GOODS	WEIGHT KILOS GROSS	WEIGHT KILOS NET	WEIGHT POUNDS GROSS	WEIGHT POUNDS NET	MEASUREMENTS	SHIPPER'S DECLARED VALUE (SPECIFY CURRENCY) FOR CARRIAGE	SHIPPER'S DECLARED VALUE (SPECIFY CURRENCY) FOR CUSTOMS	COUNTRY OF ORIGIN

SHIPPER'S C O D (WORDS AND FIGURES)

DOCUMENTS ACCOMPANYING THIS AIR WAYBILL:

☐ COMMERCIAL INVOICE ☐ CERTIFICATE OF ORIGIN ☐ CONSULAR INVOICE

☐

SHIPPER REQUESTS INSURANCE YES ☐ NO ☐
(INSERT LETTER X IN PROPER BOX)

If shipper requests insurance and if the appropriate premium is paid and the Air Waybill prepared from this Letter of Instructions has been signed by the first carrier the shipment described herein will be insured under an open policy in the amount of Shipper's Declared Value for Carriage set forth above Recovery is limited to Shipper's Declared Value for Carriage but in no event to exceed actual value of property at destination plus 10%, against all risks of physical loss or damage from any external cause whatever except directly or indirectly from war risks, strikes riots hostilities or legal seizure or delay or inherent vice and subject to the terms and conditions of such open policy The terms and conditions of the open policy are available for inspection by the shipper Claims should be reported to nearest local representatives of insurance company and presented to insurance company at home office Names and addresses may be had on application to local offices of American Overseas Airlines

INSURANCE IS PAYABLE TO SHIPPER UNLESS ANOTHER PAYEE IS DESIGNATED ON FOLLOWING LINES

PAYABLE TO _____

ADDRESS _____

SHIPPERS INSTRUCTIONS IN CASE OF INABILITY TO DELIVER SHIPMENT AS CONSIGNED:

☐ NOTIFY SHIPPER ☐ RETURN TO SHIPPER BY: _____

☐ DELIVER TO: _____

☐ ABANDON

ADDRESS:

The undersigned hereby authorizes American Overseas Airlines Inc or American Airlines Inc or Railway Express Agency Inc in the name and on behalf of the undersigned to sign, and American Overseas Airlines Inc or American Airlines Inc, to accept said air waybill and any and all other documents relating to the above described shipment One original of such air waybill when issued is to be returned to the undersigned In the absence of any designation of customs broker by the undersigned, in connection with any international shipment American Overseas Airlines Inc or American Airlines Inc is hereby authorized to appoint, on behalf of the undersigned such customs broker or brokers as may be necessary for the movement of the shipment

The undersigned has read the terms conditions exceptions provisions classifications, tariffs rates charges, rules, regulations, schedules and conditions of carriage stated and/or referred to on the face or reverse hereof and agrees that the shipment described above shall be subject thereto.

DATE _____

NAME OF SHIPPER _____

(SIGNATURE OF SHIPPER OR AGENT)

(STREET ADDRESS)

(CITY)

(Portion surrounded by heavy black lines is reserved for Carrier)

Prepaid by Shipper	CHARGES	INDICATE PAYER (X) Shipper	INDICATE PAYER (X) Carrier	Payable by Consignee: Amounts in currencies as charged	Payable by Consignee: Amounts in currency of destination
	Weight or Volume Charges:				
	From _____ to _____ Rate _____				
	From _____ to _____ Rate _____				
	From _____ to _____ Rate _____				
	Valuation Charges:				
	From _____ to _____ Rate _____				
	From _____ to _____ Rate _____				
	From _____ to _____ Rate _____				
	Insurance Premium (Prepay) :		X	XXXX	XXXX
	From _____ to _____ Rate _____		X	XXXX	XXXX
	Charges of Other Transp. Organizations:				
	From _____ to _____ Rate _____				
	From _____ to _____ Rate _____				
	Pickup and Delivery Charges				
	Charges for Collection of C O D				
	Shipper's Deposits Acct. of Disbursements				
	← TOTAL				
Due from Shipper	**DISBURSEMENTS**				
	Cartage on Departure				
	Export Charges				
	Transit Dues				
	Customs Duties				
	Inward Clearance Charges				
	Cartage On Arrival				
	Reforwarding Charges				
	Other Charges				
	Shipper's C.O.D.				
	TOTAL DISBURSEMENTS AND CHARGES				

APPARENT CONDITION OF GOODS AND PACKING

AGENTS REFERENCE NUMBER

AOA AIR WAYBILL NUMBER

RECEIVED SHIPMENT DESCRIBED ABOVE AMERICAN OVERSEAS AIRLINES, INC.

AT _____

ON _____

PER _____

ORIGINAL OF THIS LETTER OF INSTRUCTIONS RECEIVED

BY _____

AT _____

ON _____

PER _____

SEE REVERSE SIDE

See pages 65–67 and 365–366 for discussion.

SHIPPER'S LETTER OF INSTRUCTIONS

(Original of this by mail, signed duplicate to accompany shipment)

.....
(Place)

PAN AMERICAN AIRWAYS, INC.
and
RAILWAY EXPRESS AGENCY, INC.

.....
(Date)

at .....
(International Point of Brownsville, Los Angeles, Miami, New York, New Orleans, San Francisco or Seattle through whichever shipment is routed)

Dear Sirs:

The undersigned has this day shipped to Pan American Airways, Inc. at the above mentioned International Point, via Railway Express Agency, the shipment hereinafter described.

Pan American Airways, Inc. is hereby requested, upon delivery of said shipment to it at the aforementioned International Point, to issue the Airwaybill of the Pan American International Air Express Service (herein called Air Express Service), when prepared in accordance with the instructions and information herein contained and with the rules, regulations and requirements of Air Express Service and when signed on behalf of the undersigned as hereinafter authorized, for the receipt, carriage, and forwarding and consignment for carriage, of said shipment in Air Express Service, but subject to the terms, exceptions, provisions and conditions stated and referred to in said Airwaybill as issued for such shipment, and to the classifications, tariffs, rates, charges, rules, regulations, conditions and schedules referred to in such Airwaybill.

TO BE STATED IN AIRWAYBILL

Consignee .....

Address ..... (Street) ..... (City) ..... (Country)

No of Packages	Shipper's Description of Articles	Shipper's Declared Valuation: For Customs U S Cy	Shipper's Declared Valuation: For Carriage by Air Express U S Cy	Poundage Wt. or Meas	Carriage Charges PREPAID	Carriage Charges COLLECT
					..... P A A. Wt. or Meas. Charge	.....
					..... P.A.A. Valuation Charge	.....
					.....Insurance Premium (if any)	
					... .P.A.A. C O D. Service Charge (if any)	.....
					... . Shipper's Deposit (if any)	.....
					.... Other Carriers Charges	.....
		Country of Origin			.. ..	.....
					. ... TOTAL	....

Amount of C. O. D. $.....

Value to be declared for carriage by transportation agencies not a part of Air Express Service:

(Check one of the following) ☐ Shipper's Declared Valuation for Carriage in Air Express Service.
☐ Maximum value not subject to excess value charge.

If shipment cannot be forwarded or delivered as consigned under the Airwaybill:

(Check one of the following) ☐ Abandon; ☐ Return to shipper; ☐ Deliver to ... .

SHIPPERS INSTRUCTIONS REGARDING INSURANCE

STATE WHETHER OR NOT INSURANCE IS DESIRED (Write in "Yes" or "No")

If the word "YES" has been inserted in the space above, the shipment will be insured under PAN AMERICAN AIRWAYS Shipper's Open Policy FROM THE TIME THE AIRWAYBILL IS ISSUED at the International Airport of Export until it is delivered to the consignee named in the Airwaybill, or his agent, in the above stated amount of shipper's declared Valuation for Carriage in Air Express Service at the premium rate shown in the current tariff of PAN AMERICAN AIRWAYS INTERNATIONAL AIR EXPRESS SERVICE (recovery to be limited to actual loss) against all risks of physical loss or damage from any external cause whatsoever except directly or indirectly from legal seizure, war risks or hostilities under and subject to the terms and provisions of the policy referred to or in the Airwaybill, a statement of which terms and provisions is available for inspection of the shipper.

The undersigned hereby authorizes Railway Express Agency, Inc., in the name and on behalf of the undersigned, to sign and accept said Airwaybill and any and all other documents relating to said shipment.

The original of such Airwaybill when issued is to be returned to the undersigned in the attached self-addressed stamped envelope.

It is understood that the liability of the Carriers in Air Express Service shall not exceed the above-stated amount of Shipper's Declared Valuation for Carriage in Air Express Service, upon which in part the charges of such Carriers will be fixed.

Yours truly,

. ...
(Witness)

Shipper _____ (SEAL)
(Name of Firm)

By _____

_____
(Street Address)

_____
(City)

NOTE: If charges are "Collect" from Consignee, or if C. O. D. for collection, stamp or write same accordingly in bold writing across face of this letter.

Form 33-7B (AE-50-U.S.) Printed in U.S.A.

See pages 65–67 and 365–366 for discussion.

APPLICATION FOR AVIATION ACCIDENT INSURANCE THROUGH

ASSOCIATED AVIATION UNDERWRITERS

CANDLER BUILDING
ATLANTA 3, GEORGIA

175 WEST JACKSON BOULEVARD
CHICAGO 4, ILL.

MAGNOLIA BUILDING
DALLAS 1, TEXAS

215 WEST 7TH STREET
LOS ANGELES 14, CAL.

HOME OFFICE
90 JOHN STREET • NEW YORK 7, N. Y.

CHUBB & SON
- ☐ FIREMAN'S FUND INDEMNITY COMPANY
- ☐ GENERAL ACCIDENT FIRE & LIFE ASSURANCE CORP., LTD.
- ☐ LONDON & LANCASHIRE INDEMNITY CO. OF AMERICA
- ☐ MERCHANTS INDEMNITY CORPORATION OF N. Y.
- ☐ UNITED NATIONAL INDEMNITY COMPANY
- ☐ UNITED STATES GUARANTEE COMPANY
- ☐ WESTERN NATIONAL INDEMNITY COMPANY

PLEASE CHECK THE NAME OF COMPANY IN WHICH YOU WISH THE POLICY ISSUED

MARINE OFFICE OF AMERICA
- ☐ BANKERS INDEMNITY INSURANCE CO
- ☐ COLUMBIA CASUALTY CO.
- ☐ COMMERCIAL CASUALTY INSURANCE CO
- ☐ THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
- ☐ GLENS FALLS INDEMNITY COMPANY
- ☐ THE METROPOLITAN CASUALTY INSURANCE CO. OF N. Y.
- ☐ THE OCEAN ACCIDENT AND GUARANTEE CORP., LTD

Please check coverage desired:
- ☐ Passenger Only—Domestic Airline coverage (any non-military scheduled U. S. airline* in U. S. or in Canada within 150 miles of border)
- ☐ Passenger Only—Basic Worldwide Airline coverage (any non-military scheduled airline*, worldwide)
- ☐ Passenger Only—Broad Worldwide Airline coverage (any military or non-military airline, worldwide)
- ☐ Passenger Only—Non-Scheduled and Scheduled Aircraft coverage (private aircraft, worldwide, plus military and non-military airlines, wordwide)
- ☐ Passenger Only—Restricted Non-Scheduled and Scheduled Aircraft coverage (same as above, except that coverage is not provided in aircraft owned or operated by the Insured or a member of his household or his employer)
- ☐ Student Pilot—Any NC aircraft in Western Hemisphere, plus Basic Worldwide Airline coverage
- ☐ Private Pilot—Any NC aircraft in Western Hemisphere, plus Basic Worldwide Airline coverage
- ☐ Commercial Pilot—Any NC aircraft in Western Hemisphere, plus Basic Worldwide Airline coverage
- ☐ Pilot Instructor—Any NC aircraft in Western Hemisphere, plus Basic Worldwide Airline coverage
- ☐ Special Policy

* U. S. airlines not having Certificate of Public Convenience & Necessity excepted.

See Rate card for premiums.

Premiums are payable with application or upon delivery of policy. A policy cannot be returned for cancellation after coverage commences. Acceptance of risk is subject to approval by Underwriters.

Prin. Sum $	W'kly Ind. $	Med. Reimbursement $	Total Prem.
Prem. $	Prem. $	Prem $	$
Producer		Coverage desired for 12 months' period commencing	
Address		on the ____ day of ____ 194__	

I HEREBY APPLY TO THE ABOVE INDICATED COMPANY FOR THE AVIATION ACCIDENT POLICY WHICH I HAVE CHECKED ABOVE

1. What is your full name?_____ Birthdate?_____
2. Residence Address?_____ City_____ State_____
3. Your firm's or employer's name?_____
4. Your beneficiary's name?_____ Relationship?_____
   Address?_____ City_____ State_____
5. Do you have any insurance or to your knowledge, has your employer any insurance covering in respect to you written through Associated Aviation Underwriters, covering the hazards which would be covered if this application is accepted?_____ If "Yes," give the name of the insurance company and the amount of insurance
6. What accident, health or life insurance has been declined, postponed, cancelled or renewal refused by this Company, or any other insurer?_____
7. What indemnity have you received for injuries or illness?_____

Aw.A-AA-APPI

See pages 366–367 for discussion.

8. Are you in sound condition mentally and physically, and free from any mental or physical defects?

9. Will you fly as a passenger in:
   A. Scheduled Airlines: In United States ☐? In Western Hemisphere ☐? World Wide ☐?
   B. Non-scheduled NC certificated aircraft ☐?

10. Do you agree that the falsity of any answer in this application shall bar the right to recover thereunder if such answer materially affects either the acceptance of the risk or the hazard assumed by the Company?

11. Do you understand that the signing of this application does not commit the Company to any liability unless and until both the Company and the Applicant agree to the insurance being effected?

NOTE: THE FOLLOWING QUESTIONS NEED BE ANSWERED ONLY IF YOU ARE A PILOT.

12. Do you hold a current pilot's or student's certificate? Class Number

13. If you are a student, what is name and address of your school?

14. What is your total solo flying time? How many solo hours have you flown in the past six months?

15. For what general purposes do you fly? Do you own an airplane?

16. Do you desire insurance covering: ☐ Test flying of new aircraft? ☐ Crop dusting? ☐ Similar extra hazardous flying?

This application is made by the applicant on the day of 194

SIGNATURE OF APPLICANT

AGENT or BROKER. Have you indicated the company to be used in providing this coverage? An application from a State serviced by our Chicago, Dallas or Los Angeles office should be sent direct to that office.

Number of Policy issued

For period from the day of 194 to day of 194

[1]

See pages 366 and 367 for discussion.

AVIATION ACCIDENT POLICY

This policy provides Benefits for Loss of Life, Limb or Sight by accidental means as herein provided.

No. AA

HOME OFFICE
90 John Street New York

CHICAGO OFFICE
175 West Jackson Boulevard

ASSOCIATED AVIATION UNDERWRITERS

NEW YORK CHICAGO DALLAS LOS ANGELES

DALLAS OFFICE
Magnolia Building

LOS ANGELES OFFICE
215 West Seventh Street

(AVIATION DEPARTMENT OF THE BELOW MENTIONED COMPANY)

CHUBB AND SON

FIREMAN'S FUND INDEMNITY COMPANY
GENERAL ACCIDENT FIRE AND LIFE ASSURANCE CORPORATION, LTD
LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA
MERCHANTS INDEMNITY CORPORATION OF NEW YORK
UNITED NATIONAL INDEMNITY COMPANY
UNITED STATES GUARANTEE COMPANY
WESTERN NATIONAL INDEMNITY COMPANY

MARINE OFFICE OF AMERICA

COLUMBIA CASUALTY COMPANY
COMMERCIAL CASUALTY INSURANCE COMPANY
THE FIDELITY & CASUALTY COMPANY OF NEW YORK
GLENS FALLS INDEMNITY COMPANY
METROPOLITAN CASUALTY INSURANCE COMPANY
THE OCEAN ACCIDENT AND GUARANTEE CORPORATION, LTD

THIS POLICY OBTAINABLE IN ANY OF THE ABOVE COMPANIES

IN CONSIDERATION of the premium, as hereinafter set forth, and subject to the statements in the application for this policy, a copy of which forms a part hereof, and to all the provisions and limitations contained herein and endorsed hereon, the Company hereby indemnifies the Insured named in said copy of application against loss as set forth in the Insuring Clause and will pay the benefits provided in the Schedule of Indemnities based upon the limits hereinafter provided.

PART I — INSURING CLAUSE

This policy insures against loss resulting directly and independently of all other causes from bodily injuries effected solely through accidental means which are sustained, during the term of this policy, by the Insured as a result of:

(a) boarding, riding as a passenger in, alighting from or coming in contact with any aircraft (or the propeller thereof) having valid and current NC Airworthiness Certificate issued by the Civil Aeronautics Administration and operated by a scheduled airline within Continental United States including landing, or taxying on, or taking off from an airport or place of forced landing;

(b) drowning or exposure, while awaiting rescue, as a direct result of forced landing on land or water occurring during a flight covered hereunder.

PART II — SCHEDULE OF INDEMNITIES

Article 1. If the Insured sustains bodily injuries as aforesaid and if, within ninety days from the date of the accident, such injury shall result in any one of the losses enumerated in this Article, the Company will pay that portion of the Principal Sum which is set opposite such loss, but only one of the benefits so specified will be paid for injuries resulting from one accident.

FOR LOSS OF

Life	The Principal Sum
Both Hands or Both Feet or Sight of Both Eyes	The Principal Sum
One Hand and One Foot	The Principal Sum
Either Hand or Foot and Sight of One Eye	The Principal Sum
Either Arm or Leg	One-Half the Principal Sum
Either Hand or Foot	One-Half the Principal Sum
Sight of One Eye	One-Half the Principal Sum
Thumb and Index Finger of One Hand	One-Quarter the Principal Sum

Upon the occurrence of any one of the above losses, the insurance under this policy, except as respects loss arising out of the same accident, shall immediately cease and upon payment of indemnity for such loss this policy shall be surrendered to the Company.

Loss shall mean, with regard to hand or foot, dismemberment by severance through or above wrist or ankle joints, with regard to eyes, entire and irrecoverable loss of sight, with regard to arm or leg, severance through or above elbow or knee joints; with regard to thumb and index finger, actual severance through or above metacarpo-phalangeal joints.

APPROVED: ASSOCIATED AVIATION UNDERWRITERS

Countersigned by _____ By: _____
AUTHORIZED REPRESENTATIVE

Form AAU 903 A

PART III — NOT COVERED

This policy does not cover loss, caused directly or indirectly, wholly or partly: (1) by hernia, (2) by bacterial infections (except pyogenic infections which shall occur with and through an accidental cut or wound) or other kind of disease, (3) by war, or any act of war or suffered by the Insured while in military or naval service of any country at war, (4) by suicide, or any attempt thereat by the Insured, while sane or insane, (5) while the Insured is acting as a pilot, co-pilot or crew member of an aircraft.

PART IV — STANDARD PROVISIONS

1 This policy includes the endorsements and attached papers, if any, and contains the entire contract of insurance No reduction shall be made in any indemnity herein provided by reason of change in the occupation of the Insured or by reason of his doing any act or thing pertaining to any other occupation.

2 No statement made by the applicant for insurance not included herein shall avoid the policy or be used in any legal proceeding hereunder No agent has authority to change this policy or to waive any of its provisions No change in this policy shall be valid unless approved by an executive officer of the Company and such approval be endorsed hereon

3. If default be made in the payment of the agreed premium for this policy, the subsequent acceptance of a premium by the Company or by any of its duly authorized agents shall reinstate the policy, but only to cover loss resulting from accidental injury thereafter sustained.

4. Written notice of injury on which claim may be based must be given to the Company within twenty days after the date of the accident causing such injury In event of accidental death immediate notice thereof must be given to the Company

5 Such notice given by or in behalf of the Insured or Beneficiary, as the case may be, to the Company at the office of Associated Aviation Underwriters, 90 John Street, New York City, or to any authorized agent of the Company, with particulars sufficient to identify the Insured, shall be deemed to be notice to the Company Failure to give notice within the time provided in this policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible

6 The Company upon receipt of such notice, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss If such forms are not so furnished within fifteen days after the receipt of such notice, the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, character and extent of the loss for which claim is made

7. Affirmative proof of loss must be furnished to the Company at its said office within ninety days after the date of the loss for which claim is made.

8 The Company shall have the right and opportunity to examine the person of the Insured when and so often as it may reasonably require during the pendency of claim hereunder, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.

9 All indemnities provided in this policy will be paid immediately after receipt of due proof.

11. Indemnity for loss of life of the Insured is payable to the Beneficiary if surviving the Insured, and otherwise to the estate of the Insured All other indemnities of this policy are payable to the Insured

12 If the Insured shall at any time change his occupation to one classified by the Company as less hazardous than that stated in the policy, the Company, upon written request of the Insured, and surrender of the policy, will cancel the same and will return to the Insured the unearned premium.

13 Consent of the Beneficiary shall not be requisite to surrender or assignment of this policy, or to change of Beneficiary, or to any other changes in the policy

14. No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty days after proof of loss has been filed in accordance with the requirements of this policy, nor shall such action be brought at all unless brought within two years from the expiration of the time within which proof of loss is required by the policy

15. If any time limitation of this policy with respect to giving notice of claim or furnishing proof of loss is less than that permitted by the law of the State in which the Insured resides at the time this policy is issued, such limitation is hereby extended to agree with the minimum period permitted by such law

16 The Company may cancel this policy at any time by written notice delivered to the Insured or mailed to his last address as shown by the records of the Company, together with cash or the Company's check for the unearned portion of the premiums actually paid by the Insured, and such cancellation shall be without prejudice to any claim originating prior thereto

PART V — ADDITIONAL PROVISIONS

A — Any change in this policy which is endorsed hereon and approved by Associated Aviation Underwriters shall be evidence of the approval of such change by an executive officer of the Company

B — Wherever Civil Aeronautics Administration appears in this policy or endorsements attached hereto, it shall be held to mean that branch of the United States Government having jurisdiction over Civil Aviation

C — No assignment of interest under this policy shall be binding upon the Company unless and until the original or duplicate thereof is filed at the home office or with Associated Aviation Underwriters The Company does not assume any responsibility for the validity of an assignment No change of beneficiary under this policy shall bind the Company unless consent thereto is formally endorsed hereon by Associated Aviation Underwriters No provision of the charter, constitution or by-laws of the Company shall be used in defense of any claim arising under this policy unless such provision is incorporated in full in this policy Failure to comply with any of the provisions contained in this policy shall invalidate all claims hereunder.

D — This policy may be renewed with the consent of Associated Aviation Underwriters on behalf of the Company, from term to term, by the payment of premium in advance at the Company's premium rate in force at the time of renewals.

ENDORSEMENTS

PART VI — PREMIUM, PRINCIPAL SUM AND TERM

The premium for this policy is _____ Dollars ($_____)

The benefits provided in the Schedule of Indemnities are based on the Principal Sum of _____ Dollars ($_____)

The insurance covers from noon _____ to noon _____ Standard Time at the address of the Insured

IN WITNESS WHEREOF, the Company has caused this policy to be executed by its President and Vice-President/Secretary, but it shall not be valid unless approved by Associated Aviation Underwriters and countersigned by an Authorized Representative of the Company.

COPY OF APPLICATION.

1. What is your full name? _____ Birthdate?_____
2. Residence Address? _____ City _____ State _____
3. Your firm's or employer's name?_____
4. Your beneficiary's name? _____ Relationship? _____
   Address? _____ City _____ State _____
5. Do you have any insurance, or to your knowledge, has your employer any insurance covering in respect to you written through Associated Aviation Underwriters, covering the hazards which would be covered if this application is accepted? _____ If "Yes," give the name of the insurance company and the amount of insurance.
6. What accident, health or life insurance has been declined, postponed, cancelled or renewal refused by this Company, or any other insurer? _____
7. What indemnity have you received for injuries or illness? _____
8. Are you in sound condition mentally and physically, and free from any mental or physical defects?_____
9. Will you fly as a passenger in:
   A. Scheduled Airlines in United States ☐? In Western Hemisphere ☐? World Wide ☐?
   B. Non-scheduled NC certificated aircraft ☐?
10. Do you agree that the falsity of any answer in this application shall bar the right to recover thereunder if such answer is made with intent to deceive and materially affects either the acceptance of the risk or the hazard assumed by the Company? _____
11. Do you understand that the signing of this application does not commit the Company to any liability unless and until both the Company and the Applicant agree to the insurance being effected? _____

NOTE: THE FOLLOWING QUESTIONS NEED BE ANSWERED ONLY IF YOU ARE A PILOT.

12. Do you hold a current pilot's or student's certificate?_____ Class _____ Number _____
13. If you are a student what is name and address of your school? _____
14. What is your total solo flying time? _____How many solo hours have you flown in the past six months?_____
15. For what general purposes do you fly?_____ _____Do you own an airplane?_____
16. Do you desire insurance covering: Test flying of new aircraft ☐? Crop dusting ☐? Similar extra hazardous flying ☐?

This application is made by the applicant on the_____day of_____194__.

_____
SIGNATURE OF APPLICANT

OPTIONAL COVERAGES

1. DOMESTIC AIRLINE PASSENGER RIDER

In consideration of the premium for which this policy is issued, it is agreed that paragraphs (a) and (b) of Part I — INSURING CLAUSE — of this policy are hereby eliminated and the following paragraphs are substituted therefor:

(a) boarding, riding as a passenger in, alighting or falling or making a forced parachute jump from or coming in contact with any non-military aircraft operated within the limits of the continental United States or in Canada within 150 miles of the United States border by a United States flag airline, provided such airline holds a Certificate of Public Convenience and Necessity issued by the Civil Aeronautics Board of the United States of America, or its successor,

(b) being struck or run down by any aircraft while on a trip covered hereunder at an airport or place of forced landing,

(c) drowning or exposure resulting directly from a forced landing occurring during a trip covered hereunder.

It is further agreed that if an aircraft in which the Insured is flying as a passenger on a trip covered under paragraph (a) above shall disappear or be wrecked, and if after one year after the date of disappearance or wrecking of such aircraft the Insured shall not have been found, it shall be presumed the Insured suffered loss of life resulting from bodily injuries effected solely through accidental means.

2 BASIC WORLDWIDE AIRLINE PASSENGER RIDER

In consideration of the premium for which this policy is issued, it is agreed that paragraphs (a) and (b) of Part I — INSURING CLAUSE — of this policy are hereby eliminated and the following paragraphs are substituted therefor:

(a) boarding, riding as a passenger in, alighting or falling or making a forced parachute jump from or coming in contact with any non-military aircraft operated on a scheduled trip anywhere in the world by a common carrier for passenger service, provided such aircraft holds a valid license from a recognized government permitting the carrying of passengers for hire, and in the case of a United States flag airline, provided said airline holds a Certificate of Public Convenience and Necessity issued by the Civil Aeronautics Board of the United States of America, or its successor;

(b) being struck or run down by any aircraft while on a trip covered hereunder at an airport or place of forced landing;

(c) drowning or exposure resulting directly from a forced landing occurring during a trip covered hereunder.

It is further agreed that if an aircraft in which the Insured is flying as a passenger on a trip covered under paragraph (a) above shall disappear or be wrecked, and if after one year after the date of disappearance or wrecking of such aircraft the Insured shall not have been found, it shall be presumed the Insured suffered loss of life resulting from bodily injuries effected solely through accidental means.

3. BROAD WORLDWIDE AIRLINE PASSENGER RIDER

In consideration of the premium for which this policy is issued, it is agreed that paragraphs (a) and (b) of Part I — INSURING CLAUSE — of this policy are hereby eliminated and the following paragraphs are substituted therefor:

(a) boarding, riding as a passenger in, alighting or falling or making a forced parachute jump from or coming in contact with.

(i) any non-military aircraft operated anywhere in the world by any scheduled airline over its regularly established route,

(ii) any aircraft operated anywhere in the world by the Air Transport Command of the United States, the Naval Air Transport Service of the United States, the Royal Air Force Transport Command of Great Britain, or any similar airline operated by the military authorities of the recognized government of any nation anywhere in the world,

(b) being struck or run down by any aircraft while on a trip covered hereunder at an airport or place of forced landing,

(c) drowning or exposure resulting directly from a forced landing occurring during a trip covered hereunder

It is further agreed that if an aircraft in which the Insured is flying as a passenger on a trip covered under paragraph (a) above shall disappear or be wrecked, and if after one year after the date of disappearance or wrecking of such aircraft the Insured shall not have been found, it shall be presumed the Insured suffered loss of life resulting from bodily injuries effected solely through accidental means.

4 NON-SCHEDULED AND SCHEDULED AIRCRAFT PASSENGER RIDER

In consideration of the premium for which this policy is issued, it is agreed that paragraph (a) of the Coverage Clause of this policy is hereby eliminated and the following is substituted therefor:

(a) While boarding, riding as a passenger in, alighting or falling or making a forced parachute jump from or coming in contact with

(i) any licensed passenger aircraft operated anywhere in the world by any scheduled non-military airline on any regular, special or chartered trip;

(ii) any aircraft operated anywhere in the world by the Air Transport Command of the United States, the Naval Air Transport Service of the United States, the Royal Air Force Transport Command of Great Britain, or any similar airline operated by the military authorities of the recognized government of any nation anywhere in the world,

(iii) any powered aircraft having a valid and current "NC" Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States of America, or its successor, or any similar certificate issued by the jurisdictional agency or authority of the recognized government of any other nation and operated anywhere in the world by a properly licensed pilot,

(b) being struck or run down by any aircraft;

(c) drowning or exposure resulting directly from a forced landing occurring during a flight covered hereunder

It is further agreed that if an aircraft in which the Insured is flying as a passenger on a trip covered under sub-paragraphs (i) and (ii) of paragraph (a) above shall disappear or be wrecked, and if after one year after the date of disappearance or wrecking of such aircraft the Insured shall not have been found, it shall be presumed the Insured suffered loss of life resulting from bodily injuries effected solely through accidental means.

It is further agreed that the insurance afforded hereunder shall not cover while the Insured is a passenger in any aircraft being used for crop dusting or spraying, seeding, firefighting, sky writing, pipe-line inspection, aerial photography, exploration, closed course racing or exhibition stunt flying.

5 RESTRICTED NON-SCHEDULED AND SCHEDULED AIRCRAFT PASSENGER RIDER

(Excluding flight in aircraft owned or operated by the Insured, any member of his household or his employer)

In consideration of the premium for which this policy is issued, it is agreed that paragraphs (a) and (b) of Part I — INSURING CLAUSE — of this policy are hereby eliminated and the following paragraphs are substituted therefor.

(a) boarding, riding as a passenger in, alighting or falling or making a forced parachute jump from or coming in contact with

(i) any licensed passenger aircraft operated anywhere in the world by any scheduled non-military airline on any regular, special or chartered trip,

(ii) any aircraft operated anywhere in the world by the Air Transport Command of the United States, the Naval Air Transport Service of the United States, the Royal Air Force Transport Command of Great Britain, or any similar airline operated by the military authorities of the recognized government of any nation anywhere in the world,

(iii) any powered aircraft having a valid and current "NC" Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States of America, or its successor, or any similar certificate issued by the jurisdictional

(continued on reverse side)

See pages 366–367 for discussion.

(continued from other side)

agency or authority of the recognized government of any other nation and operated anywhere in the world by a properly licensed pilot;
(b) being struck or run down by any aircraft;
(c) drowning or exposure resulting directly from a forced landing occurring during a flight covered hereunder.
It is further agreed that if an aircraft in which the Insured is flying as a passenger on a trip covered under sub-paragraphs (i) and (ii) of paragraph (a) above shall disappear or be wrecked, and if after one year after the date of disappearance or wrecking of such aircraft the Insured shall not have been found, it shall be presumed the Insured suffered loss of life resulting from bodily injuries effected solely through accidental means.

It is further agreed that the insurance afforded hereunder shall not cover while the Insured is a passenger in any aircraft:
1. Owned or operated by the Insured or any member of the Insured's household, or owned or operated by the employer of the Insured;
2 Being used for crop dusting or spraying, seeding, firefighting, sky writing, pipe-line inspection, aerial photography, exploration, closed course racing or exhibition stunt flying.

6 (a) STUDENT PILOT AND PASSENGER ENDORSEMENT

In consideration of the premium for which this policy is written, it is understood and agreed that this policy is hereby extended to include the following, subject otherwise to all the terms, conditions and provisions of this policy:
(a) While the Insured is flying as a student pilot under the supervision of a properly certificated pilot instructor within the limits of Continental United States or Canada in any aircraft having a valid and current "NC" Airworthiness Certificate issued by the Civil Aeronautics Administration,
(b) Or while the Insured is flying as a passenger within the limits of North America in any aircraft having a valid and current "NC" Airworthiness Certificate issued by the Civil Aeronautics Administration, but only while the person piloting the aircraft holds a valid and current Certificate of Competency issued by the Civil Aeronautics Administration,
(c) Or while making a parachute jump for the purpose of saving his life from any aircraft as defined in Paragraphs (a) or (b) above;
(d) Or while starting, adjusting or repairing any aircraft or in consequence of being struck by any aircraft.

EXCLUSIONS

The foregoing paragraphs shall not apply to any loss resulting from injuries sustained during or caused by: (1) the operation by the Insured of any aircraft while accompanied by any person other than a properly certificated pilot instructor, (2) or while the Insured is engaged in crop dusting or seeding, stunt flying, racing or hazardous contests.

6 (b) PRIVATE PILOT AND PASSENGER ENDORSEMENT

In consideration of the premium for which this policy is written, it is understood and agreed that this policy is hereby extended to include the following, subject otherwise to all the terms, conditions and provisions of this policy:
(a) While the Insured is flying as a pilot within the limits of North America in any aircraft having a valid and current "NC" Airworthiness Certificate issued by the Civil Aeronautics Administration;
(b) Or while the Insured is flying as a passenger within the limits of North America in any aircraft having a valid and current "NC" Airworthiness Certificate issued by the Civil Aeronautics Administration, but only while the person piloting the aircraft holds a valid and current Certificate of Competency issued by the Civil Aeronautics Administration;
(c) Or while making a parachute jump for the purpose of saving his life from any aircraft as defined in Paragraphs (a) or (b) above,
(d) Or while starting, adjusting or repairing any aircraft or in consequence of being struck by any aircraft.

EXCLUSIONS

The foregoing paragraphs shall not apply to any loss resulting from injuries sustained during or caused by:
Any stunt flying, racing, or hazardous contests, or crop dusting or seeding, or any flying for hire or reward.

6 (c) COMMERCIAL PILOT AND PASSENGER ENDORSEMENT

In consideration of the premium for which this policy is written, it is understood and agreed that this policy is hereby extended to include the following, subject otherwise to all the terms, conditions and provisions of this policy.
(a) While the Insured is flying as a pilot within the limits of North America in any aircraft having a valid and current "NC" Airworthiness Certificate issued by the Civil Aeronautics Administration;
(b) Or while the Insured is flying as a passenger within the limits of North America in any aircraft having a valid and current "NC" Airworthiness Certificate issued by the Civil Aeronautics Administration, but only while the person piloting the aircraft holds a valid and current Certificate of Competency issued by the Civil Aeronautics Administration;
(c) Or while making a parachute jump for the purpose of saving his life from any aircraft as defined in Paragraphs (a) or (b) above,
(d) Or while starting, adjusting or repairing any aircraft or in consequence of being struck by any aircraft.

EXCLUSIONS

The foregoing paragraphs shall not apply to any loss resulting from injuries sustained during or caused by:
Any stunt flying, racing, or hazardous contests, or crop dusting or seeding.

7. MEDICAL REIMBURSEMENT ENDORSEMENT

In consideration of the premium for which this policy is written, it is hereby understood and agreed that the following clause is added to Part 2—SCHEDULE OF INDEMNITIES—of this policy and is denoted as Article 2 thereof
Article 2 If the Insured sustains a bodily injury arising from causes which this policy covers, and if, within twenty-six weeks from the date of the accident, the said bodily injury directly and independently of all other causes, necessitates treatment by a licensed physician or surgeon, hospital confinement or the employment of a graduate nurse, the Company will pay the Insured (in addition to any other indemnity payable for the said bodily injury) the actual expense of such medical and surgical treatment, hospital confinement and nurse's fees, not exceeding Dollars ($_____).

8 DISABILITY INDEMNITY ENDORSEMENT

In consideration of the premium for which this policy is written, it is hereby understood and agreed that the following clause is added to Part 2—SCHEDULE OF INDEMNITIES—of this policy and is denoted as Article thereof
Article If the Insured sustains a bodily injury which directly and independently of all other causes, wholly and continuously disables the Insured and prevents him from performing each and every duty pertaining to his occupation and such disability commences within twenty days after the date of the accident, the Insurer will pay the Insured a Weekly Indemnity of Dollars ($), for the period of such continuous total disability, but no payment shall be made for any period in excess of fifty-two consecutive weeks,
And in case the Insured shall sustain a loss specified in Article 1 for which indemnity is payable under the terms of the said Article, all right to further indemnity under this Article shall cease and determine, and the payment under Article 1 shall be reduced by any amount paid as disability indemnity hereunder on account of the said injury.

ASSOCIATED AVIATION UNDERWRITERS

NEW YORK CHICAGO DALLAS LOS ANGELES

HOME OFFICE
90 John Street, New York 7, N. Y.

BRANCH OFFICES
175 West Jackson Boulevard, Chicago 4, Ill.
Magnolia Building, Dallas 1, Texas
215 West Seventh Street, Los Angeles 14, Calif.

MEMBER COMPANIES

CHUBB AND SON

•

ALLIANCE ASSURANCE COMPANY, LTD.
FEDERAL INSURANCE COMPANY
FIREMAN'S FUND INSURANCE COMPANY
THE LONDON ASSURANCE (MARINE)
THE MARINE INSURANCE CO., LTD
MERCHANTS FIRE ASSURANCE CORPORATION
NATIONAL FIRE INSURANCE CO OF HARTFORD
THE SEA INSURANCE COMPANY, LTD.
VIGILANT INSURANCE COMPANY
FIREMAN'S FUND INDEMNITY COMPANY
GENERAL ACCIDENT FIRE AND LIFE ASSURANCE CORPORATION LIMITED
LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA
MERCHANTS INDEMNITY CORPORATION OF N.Y.
UNITED STATES GUARANTEE COMPANY

MARINE OFFICE OF AMERICA

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AMERICAN EAGLE FIRE INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
COMMERCIAL UNION ASSURANCE COMPANY, LTD
THE CONTINENTAL INSURANCE COMPANY
FIDELITY-PHENIX FIRE INSURANCE COMPANY
FIREMEN'S INSURANCE COMPANY
GLENS FALLS INSURANCE COMPANY
THE HANOVER FIRE INSURANCE COMPANY
COMMERCIAL CASUALTY INSURANCE CO
THE FIDELITY AND CASUALTY COMPANY OF N.Y.
GLENS FALLS INDEMNITY COMPANY
METROPOLITAN CASUALTY INSURANCE CO.
THE OCEAN ACCIDENT AND GUARANTEE CORPORATION, LTD

Form EI 8-45

EMPLOYERS AVIATION
INDEMNITY POLICY

No EI _____

Insured _____

Expires _____

ASSOCIATED
AVIATION
UNDERWRITERS

PLEASE READ YOUR POLICY

Short Rate Cancellation Table

For Term of One Year

	Per Cent of Annual Premium
1 day	2
2 days	4
3 "	5
4 "	6
5 "	7
6 "	8
7 "	9
8 "	9
9 "	10
10 "	10
11 "	11
12 "	12
13 "	13
14 "	13
15 "	14
16 "	14
17 "	15
18 "	16
20 "	16
25 "	17
30 "	19
35 "	20
40 "	23
45 "	26
50 "	27
55 "	28
60 "	29
65 "	30
70 "	33
75 "	36
80 "	37
85 "	38
90 " or three months	39
105 "	40
120 " or four months	45
135 "	50
150 " or five months	55
165 "	60
180 " or six months	65
195 "	70
210 " or seven months	73
225 "	75
240 " or eight months	78
255 "	80
270 " or nine months	83
285 "	85
300 " or ten months	88
315 "	90
330 " or eleven months	93
360 " or twelve months	95
	100

Printed in U S A

[1]

See pages 366–367 for discussion.

EMPLOYERS AVIATION INDEMNITY POLICY

CHUBB & SON

ASSOCIATED AVIATION UNDERWRITERS

MARINE OFFICE OF AMERICA

CHUBB AND SON

FIREMAN'S FUND INDEMNITY COMPANY
GENERAL ACCIDENT FIRE AND LIFE ASSURANCE CORPORATION LTD
LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA
MERCHANTS INDEMNITY CORPORATION OF NEW YORK
UNITED STATES GUARANTEE COMPANY
WESTERN NATIONAL INDEMNITY COMPANY

MARINE OFFICE OF AMERICA

COLUMBIA CASUALTY COMPANY
COMMERCIAL CASUALTY INSURANCE COMPANY
THE FIDELITY & CASUALTY COMPANY OF NEW YORK
GLENS FALLS INDEMNITY COMPANY
METROPOLITAN CASUALTY INSURANCE COMPANY
THE OCEAN ACCIDENT AND GUARANTEE CORPORATION, LTD

THIS POLICY OBTAINABLE IN ANY OF THE ABOVE COMPANIES

Item 1 Name of Insured_____

Address _____

Item 2. The period during which this policy shall remain in force, unless cancelled as in the policy provided, (herein called the policy period) shall be from_____19____, noon to_____19____, noon, standard time, as to each of said dates at the address of the Insured as stated herein

Item 3. The Insured's business or profession is_____

Item 4 The employees to which this policy applies and the limits of liability in respect to each such employee are as follows

Name of Employee	Limit of Liability	Name of Employee	Limit of Liability
1.		11.	
2.		12.	
3.		13.	
4.		14.	
5.		15.	
6.		16	
7.		17.	
8		18.	
9.		19.	
10		20	

Minimum premium for policy $_____ Total Premium $_____

Item 5. The Company's total liability to indemnify the Insured for injury or death suffered by two or more employees in any one aircraft in any one aviation accident shall not exceed

_____($_____) Dollars.

Countersigned this_____day of_____19____ APPROVED: ASSOCIATED AVIATION UNDERWRITERS

BY: _____ BY:_____

Authorized Representative

DOES HEREBY AGREE with the Insured, named in the declarations made a part hereof, in consideration of the payment of the premium and of the statements contained in the declarations and subject to the limits of liability, exclusions, conditions, and other terms of this policy

I. INSURING CLAUSE

To indemnify the Insured for payments made by the Insured to or on behalf of employees named in Item 4 of the declarations at the time of accident, on account of bodily injury or death suffered by the said employees through aviation accidents, directly and independently of all other causes, occurring within the policy period and while such employee is engaged in the duties of his employment with the Insured, provided the injury results in the loss of

(a) life within 90 consecutive days from date of accident, or any two extremities (hands or feet) by severance at or above the wrist or ankle, or the entire sight of both eyes if irrecoverably lost, or entire sight of one eye, if irrecoverably lost, and one extremity by severance at or above the wrist or ankle, in which event the Company will indemnify the Insured for an amount not exceeding the limit of liability as shown opposite the name of the employee in Item 4 of the declarations, or

(b) any one extremity (hand or foot) by severance at or above the wrist or ankle; or the entire sight of one eye, if irrecoverably lost, in which event the Company will indemnify the Insured for an amount not exceeding one-half of the limit of liability as shown opposite the name of the employee in Item 4 of the declarations

II. DEFINITIONS

Approved Aircraft

The term "approved aircraft" wherever used shall be held to mean any aircraft operated on a regular schedule by

(a) A domestic airline, including Inter-Island Airways, Ltd., of Hawaii, holding a Certificate of Public Convenience and Necessity issued by the proper authority of the United States Government, (b) Aerovias Nacionales de Colombia, (c) American Airlines de Mexico, S. A., (d) American Export Airlines, but only between the United States and Bermuda; (e) British Overseas Airways Corporation, but only between the United States and Bermuda, (f) Colonial Airlines, (g) Koninklijke Luchtvaart Maatschappij (KLM or Royal Dutch Airlines) but only in its Carribbean and South American Services, (h) Pan American Airways System, but only in and between the Americas, and between the United States and Bermuda, (i) Trans-Canada Air Lines

Passenger

The term "passenger" wherever used shall be held to mean any employee of the Insured named in Item 4 of the declarations while in, on, or boarding an approved aircraft for the purpose of riding therein or alighting from an approved aircraft following a flight or attempted flight therein, excluding, however, any employee of the Insured serving as a member of the crew of the aircraft

Aviation Accident

The term "aviation accident" wherever used shall be held to mean bodily injury or death suffered solely through accidental means by a named employee while

(a) A passenger in an approved aircraft,

(b) In his capacity as a prospective or discharged passenger of an approved aircraft at an airport or place of forced landing of an approved aircraft, is struck by any aircraft or propellor thereof,

(c) Awaiting rescue following a forced landing of an approved aircraft in which the employee was a passenger provided the arrival of outside assistance at the place of the forced landing is essential to the preservation of life and provided such injury or death suffered is due to drowning or exposure as a direct result of the forced landing

III. ADDITIONAL EMPLOYEES

(a) Except as provided in (b) following, Item 4 of the declarations shall be extended by endorsement to include additional employees when each such additional employee is declared to the Associated Aviation Underwriters in a properly executed Declaration Card furnished by them for this purpose As each such card is received this policy shall attach in respect to the employee declared therein as of the time and hour of postmark thereon for the amount requested by the Insured, but such amount shall in no event exceed the highest limit of liability shown for any one employee already named in Item 4 of the declarations Premium in respect to any additional employee declared during the first six months of the policy period shall be the full annual premium, premium in respect to any employee declared during the last six months of the policy period shall be 50% of the annual premium

(b) If an employee declared for the purpose of being added under this policy in the manner hereinbefore described is already named or insured under another policy issued by the Associated Aviation Underwriters in this or any other company a member thereof and the total amount of such other insurance equals or exceeds the highest limit of liability shown for any one employee under Item 4 of the declarations, this policy shall not attach in respect to any such employee If the aggregate amount of such other applicable insurance is less than the highest limit of liability shown for any one employee under Item 4 of the declarations, this policy shall attach in respect to any such employee as provided in (a) above, but only to the extent that the total amount of insurance under this and all other policies issued by the Associated Aviation Underwriters does not in respect to the named employee exceed the highest limit of liability shown for any one employee under Item 4 of the declarations

IV. EXCLUSIONS

The Company will not indemnify the Insured, anything to the contrary herein notwithstanding, for any payment made on account of bodily injury or death caused directly or indirectly, in whole or in part, by,

(a) An aviation accident occurring during any flight or attempt thereat involving flying more than three hundred nautical miles from land, except as specifically authorized in the definition of approved aircraft appearing in part II hereof in respect to certain over water schedules operated by the American Export Airlines, British Overseas Airways Corporation and Pan American Airways System,

(b) Bodily or mental infirmity, including hernia, or any injury resulting in hernia,

(c) Bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound sustained in an aviation accident) or other kind of disease,

(d) Medical or surgical treatment, except such as may result directly from surgical operations made necessary solely by injuries covered by this Policy and performed within 90 days after the date of an aviation accident;

(e) Suicide, sane or insane, nor any attempt thereat, sane or insane, or death or injury suffered by any employee while insane or as the result of any employee being intoxicated, or while resisting arrest or fleeing from justice,

(f) Participation in a strike or riot, or while wilfully committing a felony;

(g) War or any act of war, or while in military or naval service of any country at war;

(h) Invasion, insurrection, civil commotion, military, naval or usurped power.

V. CONDITIONS

1. Notice of Accidents or Claims

In the event of death or injury sustained by an employee as the result of an aviation accident, written notice thereof shall be given by or on behalf of the Insured to the Associated Aviation Underwriters, 90 John Street, New York City, as soon as practicable but not exceeding 30 days after the date of accident. Failure to give notice within the time specified shall not invalidate any claim made by the Insured if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as reasonably possible Such notice shall contain particulars sufficient to identify the Insured and the dead or injured employee and also reasonably obtainable information respecting the time, place and circumstances of the accident, and the name and address of any available witnesses.

2. Investigation of Claims and Proof and Payment of Losses

The Company or its representatives shall thereupon be permitted by the Insured, if the Company so desires, to investigate all circumstances surrounding each reported accident and if the Company agrees in writing that the death or injury suffered comes within the provisions of this policy the Insured may then pay the named injured employee or a relative of the named deceased employee or any person appearing to the Insured to be equitably entitled thereto, the amount herein provided, and the Company, subject to the limits of liability herein set forth, shall reimburse the Insured for the amount so paid within 30 days after receipt by the Company of proper evidence of such payment Any payment made by the Insured prior to completion of the Company's investigation shall not prejudice the Insured's rights of recovery under this policy, nor shall any such payment commit the Company to any liability The Insured alone under the terms of this policy assumes responsibility for the proper distribution of any amount paid by the Insured and for which reimbursement claim is made hereunder.

3. Examination

The Company shall have the right and opportunity to examine the person of the injured employee when and so often as it may reasonably require during the pendency of a claim, and also in case of death the right and opportunity to make an autopsy where it is not forbidden by law.

4. Inspection of Records

The Company shall be permitted to examine all of the Insured's records relating to this policy at any reasonable time and from time to time until two years after expiration of this policy or until final adjustment and settlement of all claims hereunder, whichever is the later.

5. Changes

The terms of this policy shall not be waived or changed except by endorsement issued to form a part hereof signed by the Associated Aviation Underwriters, nor shall notice to any agent, or knowledge possessed by any agent or by any other person be held to effect a waiver or change in any part of this policy.

6. Assignment

No assignment or change of interest under this policy shall bind the Company unless there shall be endorsed hereon the acceptance of the assignee and the consent of the Company signed by the Associated Aviation Underwriters

7. Action Against Company

No action at law or in equity will be brought to recover under this policy prior to the expiration of 60 days after proper evidence of payment by the Insured has been filed with the Company in accordance with the requirements of this policy, nor in any event unless brought within two years after proper evidence of the payment is submitted to the Company

Bankruptcy or insolvency of the Insured shall not relieve the Company of any of its obligations hereunder.

8. Cancellation of Policy

This policy may be cancelled by the Company by written notice mailed to the Insured at the address disclosed in this Policy stating when, not less than 5 days thereafter, such cancellation shall be effective, and upon demand the Company shall refund the excess of premium paid by the Insured above the pro rata premium for the expired term The mailing of notice as aforesaid shall be sufficient proof of notice and the insurance under this policy as aforesaid shall end on the effective date and hour of cancellation stated in the notice Delivery of such written notice shall be equivalent to mailing Cancellation shall be without prejudice to any claim originating prior to the effective date and hour of cancellation as stated in the notice.

9. Cancellation in Respect to Named Employees

Insurance of any employee will automatically cease upon the payment of any indemnity under the policy, or upon termination of his employment with the Insured Cessation of active work by an employee shall be deemed termination of employment, except that if an employee is absent on account of sickness or injury, or is temporarily laid off, granted a leave of absence, pensioned or retired, employment shall be deemed to continue until the Insured notifies the Company that employment has terminated

Premium for employees whose insurance has ceased by reason of such termination of employment shall be calculated in accordance with the Short Rate Table in current use by the Company, and the Company shall upon demand refund to the Insured any excess of premium paid for such employees, but no premium shall be refunded except for such employees whose insurance has ceased because of termination of employment nor shall any premium be refunded which would reduce the total premium for this policy below the minimum premium stated in Item 4 of the declarations

10. Declarations

By the acceptance of this policy the Insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations, that the names of the employees as set forth under Item 4 under the declarations are correct and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the Company has caused this policy to be executed by its President and Secretary, but it shall not be valid unless approved by Associated Aviation Underwriters and countersigned by an Authorized Representative of the Company.

EXPORT

ASSURED

1 For account of whom it may concern.
2 Loss, if any, payable to the Assured or order.
3. On merchandise consisting principally of

4 To be valued and insured at amounts of insurance declared by the Assured to this Company prior to sailing of vessel and prior to known or reported loss or accident, but such valuation shall not be less than amount of invoice, including all charges in the invoice and including prepaid and/or advanced and/or guaranteed freight, if any, plus 10% Shipments declared to this Company after sailing of the vessel or after known or reported loss or accident shall be insured at amount of invoice, including all charges in the invoice and including prepaid and/or advanced and/or guaranteed freight, if any, plus 10%

5 To cover and attach on all shipments made on and after by the Assured or by others for their account or control or in which they may have an insurable interest, also to cover shipments which the Assured may receive instructions to insure, such instructions being given in writing prior to sailing of vessel and before any known or reported loss or accident

6 Per iron or steel steamer or steamers, iron or steel motor-ship or motor-ships (excluding sail vessels, with or without auxiliary power) and connecting conveyances

7 Shipments while UNDLR DECK of ocean steamer are insured:

8. Shipments while ON DECK of ocean steamer are not covered unless so declared to this Company by the Assured prior to sailing of steamer and additional rates paid, but in that event are insured. Free of particular average unless caused by the vessel being stranded, sunk, burnt or in collision, but including jettison and/or washing overboard irrespective of percentage

9. At and from

10 This insurance attaches from the time the goods leave the warehouse and/or store at the place named in the policy for the commencement of the transit and continues during the ordinary course of transit, including customary transshipment if any, until the goods are discharged overside from the overseas vessel at the final port Thereafter the insurance continues whilst the goods are in transit and/or awaiting transit until delivered to final warehouse at the destination named in the policy or until the expiry of 15 days (or 30 days if the destination to which the goods are insured is outside the limits of the port) whichever shall first occur The time limits referred to above to be reckoned from midnight of the day on which the discharge overside of the goods hereby insured from the overseas vessel is completed Held covered at a premium to be arranged in the event of transshipment, if any, other than as above and/or in the event of delay in excess of the above time limits arising from circumstances beyond the control of the Assured

NOTE —It is necessary for the Assured to give prompt notice to Underwriters when he becomes aware of an event for which he is "held covered" under this policy and the right to such cover is dependent on compliance with this obligation.

11 It is understood and agreed that when this policy attaches on goods on railroads or other land conveyances the risks of fire, cyclone, hurricane, earthquake, collision, derailment, overturn and rising navigable waters only are covered and while on docks, wharves or elsewhere on shore the risks of fire, sprinkler leakage, cyclone, hurricane, earthquake, collapse and/or subsidence of docks or wharves and damage by rising navigable waters only are covered, including additional risks of

12 The risks covered by this policy are to include loss, damage or expenses resulting from accidental explosion, howsoever or wheresoever occurring, within the policy limits, but it is especially understood and agreed that the above wording is not intended to cover explosions occurring in the course of war, strikes, riots, or civil commotions, or the explosions of mines, or to prejudice in any way clauses 9, 10, 11, 12 and 13 of the basic policy to which this rider is attached

13 It is hereby understood and agreed that in case of loss or damage caused by perils insured against to any part of a machine consisting when complete for sale or use, of several parts, this Company shall not be liable for more than the insured value of the part lost or damaged

14 Including transit by craft and/or lighter to and from the vessel Each craft and/or lighter to be deemed a separate insurance

15. Including all liberties as per contract of affreightment The presence of the negligence and/or latent defect clauses in bills of lading and/or Charter Party is not to prejudice this insurance The seaworthiness of the vessel as between the Assured and Assurers is hereby admitted and the wrongful act or misconduct of the shipowner or his servants causing a loss is not to defeat the recovery by an innocent Assured if the loss in the absence of such wrongful act or misconduct would have been a loss recoverable on the policy With leave to sail with or without pilots, and to tow and assist vessels or craft in all situations, and to be towed

16. Including General Average and Salvage Charges according to United States law and usage and/or as per Foreign Statement and/or as per York-Antwerp Rules (as prescribed in whole or part) if in accordance with the contract of affreightment

17. It is agreed that this policy will indemnify the Assured against such proportion of liability under the Bill of Lading "Both to Blame Collision" Clause as is in respect of a loss recoverable under the policy In the event of any claim by shipowners under the said clause the Assured agrees to notify the Assurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

18. Free of claim for loss, damage or expense in consequence of any prohibition, restriction or embargo of or by the Government of the United States of America, effective before or after attachment of risk hereunder or of any violation or attempted violation thereof

19. The Assured warrant to promptly report all shipments attaching hereunder to this Company and to pay premium thereon, at rates as may be agreed upon, monthly in cash And it is understood and agreed that this Company or its Agent shall have free access at all reasonable hours to the books, accounts, instructions and correspondence of the Assured, containing statements of, or which relate to shipments and receipts covered by this policy

20. This insurance shall not be voided by deviation of the vessel, over-carriage, change of voyage or any error or unintentional omission in the description of interest, vessel or voyage, provided same be communicated to the Assurers as soon as known to the Assured, and an additional premium paid if then or later required, provided, however, that this clause shall not apply to ON DECK shipments which are not reported as such prior to sailing The word "Assured", as used herein, includes all persons who now are or shall hereafter become entitled to the benefit of this insurance.

21 This Company not to be liable for more than Dollars UNDER DECK by any one steamer or in any one place at any one time and this Company not to be liable for more than Dollars ON DECK by any one steamer

22 This policy to be deemed continuous and remains in force until cancelled by either party giving the other thirty (30) days' written notice, such cancellation, however, not to prejudice any risk then pending.

23 Attached to and forming part of Policy No M- of THE AUTOMOBILE INSURANCE COMPANY OF HARTFORD, CONNECTICUT.

(SAM 2 E) By ..... MANAGER

See page 375 for discussion.

IMPORT

ASSURED

1 For account of whom it may concern

2 Loss, if any, payable to the Assured or order

3 On merchandise consisting principally of

4 Valued at amount of invoice including all charges thereon, plus any prepaid and/or advanced and/or guaranteed freight not included in the invoice, plus 10% to which shall be added as part of the valuation any marine and war risk premiums payable by the Assured on the foregoing items and not included in the invoice foreign currency to be converted into dollars at bankers sight rate of exchange applicable to each invoice and/or credit and/or draft

5 To cover and attach on all shipments made on and after consigned to the Assured or to other parties for their account or control or in which they may have an insurable interest, also to cover shipments which they may be instructed to insure, such instructions being given in writing prior to sailing of vessel and before any known or reported loss or accident

6 Per iron or steel steamer or steamers, iron or steel motorship or motorships (excluding sail vessels, with or without auxiliary power) and connecting conveyances

7 Shipments while UNDER DECK of ocean steamer are insured.

8 Shipments while ON DECK of ocean steamer are not covered unless so declared to this Company by the Assured prior to sailing of steamer and additional rates paid, but in that event are insured Free of particular average unless caused by the vessel being stranded, sunk, burnt, or in collision, but including jettison and/or washing overboard irrespective of percentage

9 At and from

10 This insurance attaches from the time the goods leave the warehouse and/or store at the place named in the policy for the commencement of the transit and continues during the ordinary course of transit including customary transshipment if any, until the goods are discharged overside from the overseas vessel at the final port Thereafter the insurance continues whilst the goods are in transit and/or awaiting transit until delivered to final warehouse at the destination named in the policy or until the expiry of 15 days (or 30 days if the destination to which the goods are insured is outside the limits of the port) whichever shall first occur The time limits referred to above to be reckoned from midnight of the day on which the discharge overside of the goods hereby insured from the overseas vessel is completed Held covered at a premium to be arranged in the event of transshipment if any, other than as above and or in the event of delay in excess of the above time limits arising from circumstances beyond the control of the Assured

NOTE —It is necessary for the Assured to give prompt notice to Underwriters when he becomes aware of an event for which he is "held covered" under this policy and the right to such cover is dependent on compliance with this obligation

11 It is understood and agreed that when this policy attaches on goods on railroads or other land conveyances the risks of fire cyclone hurricane earthquake, collision derailment overturn and rising navigable waters only are covered and while on docks wharves or elsewhere on shore the risks of fire sprinkler leakage, cyclone hurricane earthquake, collapse and/or subsidence of docks or wharves and damage by rising navigable waters only are covered, including additional risks of

12 The risks covered by this policy are to include loss, damage or expense resulting from accidental explosion howsoever or wheresoever occurring, within the policy limits but it is especially understood and agreed that the above wording is not intended to cover explosions occurring in the course of war strikes riots or civil commotions, or the explosion of mines, or to prejudice in any way clauses 9, 10 11, 12 and 14 of the basic policy to which this rider is attached

13 In case of loss or damage by perils insured against to any part of a machine consisting when complete for sale or use of several parts, this Company shall not be liable for more than the insured value of the part lost or damaged

14 This insurance also covers subject to policy terms of average, the risk of partial loss by reason of perils insured against on the duties imposed on goods imported into the United States and insured hereunder, it being understood and agreed however, that when the risk upon the goods continues beyond the time of landing from the overseas vessel the increased value consequent upon the payment of such duties shall attach as an additional insurance upon the goods from the time such duty is paid or becomes due to the extent of the amounts thereof actually paid or payable Any limit of liability expressed in this policy shall be applied separately to such increased value The Assured warrants that on all risks insured hereunder a separate amount shall be reported sufficient to cover the said duty, upon which the rate of premium shall be an agreed percentage of the merchandise rate The Assured will in all cases use reasonable efforts to obtain abatement or refund of duties paid or claimed in respect of goods lost damaged or destroyed It is further agreed that the Assured shall, when the Assurer so elects, surrender the merchandise to the customs authorities and recover duties thereon as provided by law in which event the claim under this policy shall be only for a total loss of the merchandise so surrendered and expenses This insurance on duty and/or increased value shall terminate at the end of the import movement covered under this policy (including the Warehouse to Warehouse and/or Marine Extension Clauses if incorporated therein) but nothing contained in these clauses shall alter or affect any coverage granted elsewhere in the policy during the storage or transit subsequent thereto

15 Including transit by craft and/or lighter to and from the vessel Each craft and or lighter to be deemed a separate insurance

16 Including all liberties as per contract of affreightment The presence of the negligence and or latent defect clauses in the bills of lading and/or Charter Party is not to prejudice this insurance The seaworthiness of the vessel as between the Assured and Assurers is hereby admitted and the wrongful act or misconduct of the shipowner or his servants causing a loss is not to defeat the recovery by an innocent Assured if the loss in the absence of such wrongful act or misconduct would have been a loss recoverable on the policy With leave to sail with or without pilots, and to tow and assist vessels or craft in all situations, and to be towed

17 Including General Average and Salvage Charges according to United States law and usage and or as per Foreign Statement and or as per York Antwerp Rules (as prescribed in whole or part) if in accordance with the contract of affreightment

18 This policy will indemnify the Assured against such proportion of liability under the Bill of Lading "Both to Blame Collision" Clause as is in respect of a loss recoverable under the policy In the event of any claim by shipowners under the said clause the Assured agrees to notify the Assurers who shall have the right, at their own cost and expense, to defend the Assured against such claim

19 Date of claim for loss damage or expense in consequence of any prohibition restriction or embargo of or by the Government of the United States of America, effective before or after attachment of risk hereunder or of any violation or attempted violation thereof

20 The Assured agrees to promptly report all shipments attaching hereunder to this Company as soon as the Assured receive advices thereof or as soon thereafter as may be practicable and to pay premium thereon at rates as may be agreed upon monthly in cash This Company or its Agent shall have free access at all reasonable hours to the books, accounts, instructions and correspondence of the Assured, containing statements of, or which relate to shipments and receipts covered by this policy

21 This insurance shall not be voided by deviation of the vessel over carriage change of voyage or any error or unintentional omission in the description of interest, vessel or voyage, provided same be communicated to the Assurers as soon as known to the Assured and an additional premium paid if then or later required, provided however, that this clause shall not apply to ON DECK shipments which are not reported as such prior to sailing The word Assured as used herein, includes all persons who now are or shall hereafter become entitled to the benefit of this insurance

22 This Company not to be liable for more than Dollars UNDER DECK by any one steamer or in any one place at any one time and this Company not to be liable for more than Dollars ON DECK by any one steamer

23 This policy to be deemed continuous and remains in force until cancelled by either party giving the other thirty (30) days written notice, such cancellation, however, not to prejudice any risk then pending

24 Attached to and forming part of Policy No M- of THE AUTOMOBILE INSURANCE COMPANY OF HARTFORD, CONNECTICUT.

By MANAGER

(SAM 1-D)

See page 375 for discussion.

MARINE CARGO



THE AUTOMOBILE INSURANCE COMPANY

OF HARTFORD, CONNECTICUT

ON ACCOUNT OF

In case of loss, to be paid in funds current in the United States to

Do make Insurance and cause to be insured lost or not lost, at and from

1. **Beginning** the adventure upon the said goods and merchandise from and immediately following the loading thereof on board the said vessel, at port of shipment as aforesaid, unless an earlier time of attachment has been agreed upon in writing hereon, and so shall continue and endure until the said goods and merchandise shall be safely landed at port of destination as aforesaid, and for any further time which may be agreed upon in writing hereon And it shall and may be lawful for the said vessel in her voyage, to proceed and sail to, touch and stay at, any ports or places, if customary, or if thereunto obliged by stress of weather or other unavoidable accident, without prejudice to this insurance

2 The said goods and merchandise, hereby insured, are valued (premium included) at invoice cost, plus all the charges included in the invoice, including Prepaid and/or Guaranteed Freight, if any, and plus ten per cent.

3 The consideration for this insurance is hereby fixed at the rate (of)

4 **Touching** the adventures and perils which these Assurers are contented to bear and do take upon themselves in this voyage, they are of the seas, fire, rovers, assailing thieves, jettisons, criminal barratry of the master and mariners, and all other like perils, losses and misfortunes, that have or shall come to the hurt, detriment or damage of the said goods and merchandise, or any part thereof

5 No risk on shore is covered by this policy unless expressly assumed in writing hereon If this policy shall be extended to cover goods on land conveyances or elsewhere on shore, such goods (unless otherwise expressly stated hereon) are covered only against the risks of fire, cyclone, hurricane, earthquake, collision, derailment, overturn and rising navigable waters while on land conveyances, and while on docks or elsewhere on shore, only against the risks of fire, sprinkler leakage, cyclone, hurricane, earthquake, collapse and/or subsidence of docks or wharves and damage by rising navigable waters

6 Except as otherwise stated hereon in writing, this insurance is warranted free of Particular Average unless the vessel or craft be stranded, sunk, or burnt, but notwithstanding this warranty the Assurers are to pay the insured value of any package or packages which may be totally lost in loading, transshipment, or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, collision or contact of the vessel and/or craft and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at ports of distress, also to pay landing, warehousing, forwarding and special charges, if incurred, for which Underwriters would be liable under a policy covering Particular Average

7 In case the interest hereby insured is covered by other insurance (except as hereinafter provided) the loss shall be collected from the several policies in the order of the date of their attachment, insurance attaching on the same date to be deemed simultaneous and to contribute pro rata, *Provided, nevertheless,* that where any fire insurance, or any insurance (including fire) taken out by any carrier or bailee is available to the beneficiary of this policy, or would be so available if this insurance did not exist, then this insurance shall be void to the extent that such other insurance is or would have been available, but in such cases these Assurers shall receive and retain the premium payable under this policy and, in consideration thereof, shall guarantee the solvency of the companies and/or underwriters who issued such other insurance and the prompt collection of the loss thereunder to the same extent (only) as this insurance shall have become void under the terms of this clause, but not exceeding, in any case, the amount which would have been collectible under this policy if such other insurance did not exist

8 **Warranted** that this insurance shall not inure, directly or indirectly, to the benefit of any carrier or bailee

9 **Warranted** free from capture, seizure, arrest, restraint, detainment, confiscation, preemption, requisition or nationalization, and the consequences thereof or of any attempt thereat, whether in time of peace or war and whether lawful or otherwise, also warranted free from all consequences of hostilities or warlike operations (whether there be a declaration of war or not), piracy, civil war, revolution, rebellion or insurrection, or civil strife arising therefrom

10 **Warranted** free of loss, damage or expense due to floating and/or stationary and/or submerged mines or torpedoes

11 **Warranted** not to abandon in case of blockade, and free from any expense in consequence thereof, but in the event of blockade to be at liberty to proceed to an open port and there end the voyage

12 **Warranted** free from any charge, damage or loss, which may arise in consequence of a seizure or detention for or on account of any illicit or prohibited trade, or any trade in articles contraband of war, or the violation of any port regulation

13 **Warranted** free of loss or damage caused by or resulting from strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder.

14 **Warranted** free of claim for loss of market or for loss, damage or deterioration arising from delay, whether such delay be caused by a peril insured against or otherwise, unless the risk of delay is expressly assumed in writing hereon.

15 **Warranted** free from damage or injury from dampness, change of flavor or decay or from being spotted, discolored, musty or mouldy, unless caused by actual contact of sea water with the articles damaged occasioned by perils insured, also warranted free of any claim for losses arising from breakage and/or leakage and/or loss of weight and/or loss of contents unless caused by stranding, sinking, burning or collision with another vessel.

This insurance not to attach or be liable for more than by any one vessel or in any one place at one time, unless otherwise specially agreed upon in writing at time of endorsement

This policy to be deemed continuous, and to cover as above, until discontinued by either party on giving the other days' written notice, which is not to prejudice any unexpired risk attaching hereunder

Warranted by the Assured that the loading of vessels with entire cargoes of Grain, Petroleum, and heavy cargoes, shall be made in accordance with the rules of the Board of Underwriters of New York on such cargoes, and that a certificate of an Inspector appointed by the Board of Underwriters of New York, or of a Surveyor appointed by the Assurers, shall be obtained before the sailing of such vessels.

Form M 575

16 **Warranted** by the Assured to report every shipment on the day of receiving advice thereof or as soon thereafter as may be practicable

17 Merchandise or other interests hereby insured are warranted to be under deck (i e under main deck) unless otherwise expressly stated hereon

18 If the voyage aforesaid shall have been begun and shall have terminated before the date of this policy, there shall, nevertheless, be no return of premium on account of such termination of the voyage

19 Including General Average and Salvage Charges according to United States law and usage and/or as per Foreign Statement and/or as per York-Antwerp Rules (as prescribed in whole or part) if in accordance with the Contract of Affreightment

20 This insurance shall not be avoided by deviation of the vessel, overcarriage, change of voyage or any error or unintentional omission in the description of interest, vessel or voyage, provided same be communicated to the Assurers as soon as known to the Assured, and an additional premium paid if then or later required

21 When this policy is so extended to include transit by craft and/or lighter, it is understood that each craft and/or lighter is to be deemed a separate insurance within the meaning of the particular average warranties and the Assured is not to be prejudiced by any agreement exempting lightermen from liability

22 **Profits** not insured hereunder unless specially provided for in which event the insurance on Profits is warranted free from claim for general average, but subject to the same percentum of partial loss as if this insurance was on goods In case total loss of profits be claimed, the Assurers to be entitled to a credit of the same percentum of salvage as if the insurance was on goods and in case of contribution in general average for any portion of the goods at the customary sound value, this Company to be free from claim for loss on such portion

23 **Increased Value** not insured hereunder unless specially provided for in which event the liability of the Increased Value insurance in respect to general average and/or salvage charges is to be limited to a proportionate part of any excess that may not be recoverable under the original policies on the merchandise

24 **IN CASE OF LOSS** such loss to be paid in thirty days after proof and adjustment of loss and proof of interest in the said goods or merchandise is exhibited to these Assurers (the amount of the note or notes given for premiums, if unpaid, and all indebtedness of the insured being first deducted)

25 In case of any loss or misfortune, it shall be lawful and necessary to and for the Assured, his or their factors, servants and assigns, to sue labor and travel for, in and about the defense, safeguard and recovery of the said goods and merchandise, or any part thereof, without prejudice to this insurance, nor shall the acts of the Assured or Insurers, in recovering, saving and preserving the property insured, in case of disaster, be considered a waiver or an acceptance of an abandonment, and to the charges whereof these Assurers will contribute in proportion as the sum hereby insured is to the whole sum at risk

26 In all cases of damage caused by perils insured against, the loss shall, as far as practicable, be ascertained by a separation and a sale or appraisement of the damaged portion only of the contents of the packages so damaged, and not otherwise

27 It is hereby understood and agreed that in case of loss or damage caused by perils insured against to any part of a machine consisting when complete for sale or use, of several parts, this Company shall not be liable for more than the insured value of the part lost or damaged

28 In case of damage affecting labels, capsules or wrappers, only, these Assurers, if liable therefor under the terms of this policy, shall be liable only for an amount sufficient to pay the cost of new labels, capsules or wrappers, and the cost of reconditioning the goods

29 It is agreed that upon the payment of any loss or damage, these Assurers are to be subrogated to all the rights of the Assured arising out of such loss or damage, and the Assured warrant and agree that no special agreement or waiver has been or will be made with any carrier or bailee who shall have the custody of any goods hereby insured, whereby such carrier or bailee shall be released from its or his common law or statutory liability.

30 **Warranted** by the Assured that all claims for loss of or damage to goods insured hereunder shall be promptly reported to these Assurers

31 **Proofs of loss** and all bills of expenses must be approved by the agent of these Assurers, if there be one at or near the place where the loss occurs or the expenses are incurred, or if there be none in the vicinity, by the correspondent of the Board of Underwriters of New York or Lloyds Agent and such agent or correspondent must be represented on all surveys

32 **It is agreed** that no suit or action for the recovery of any claim arising under this policy shall be maintainable in any Court, unless such suit or action shall have been commenced within one year from the date of the happening of the loss out of which the said claim arose PROVIDED, HOWEVER, that if, by the laws of the State within which this policy is issued such limitation is invalid, then any such claim shall be void unless action is commenced within the shortest limit of time permitted by the laws of such State to be fixed herein

In Witness Whereof, THE AUTOMOBILE INSURANCE COMPANY OF HARTFORD, CONNECTICUT, has caused these presents to be signed by its President and a Secretary, but the same shall not be binding upon the Company unless countersigned by a duly commissioned Agent

SAMPLE POLICY
Secretary

SAMPLE POLICY
President.

Countersigned at .. . *19* ..

Agent

Form M 575

(Jan. 1943)

Open Policies

BARGE, SCHOONER, ETC. CARGO ENDORSEMENT

Endorsement to be attached to and made part of Policy No. _____

of the _____

issued to _____

It is hereby mutually understood and agreed that with respect to shipments on vessels and craft of the types mentioned herein sailing on and after this insurance shall cover as follows:

BY

(a) Barges (Steel, Iron, Concrete, Wooden or Composite)
(b) Wooden Motor and Steam Vessels
(c) Sailing Vessels (with or without Auxiliary Power)

This endorsement, however, does not exclude coverage in respect to supplemental transportation on sailing vessels, barges or wooden motor vessels where the principal transit is by iron or steel steam or motor vessels and the supplemental transit is already insured under other provisions of the policy.

At and from ports or places in the United States via Atlantic and Gulf Ports to ports or places in Bermuda, the West Indies, East Coast of Mexico and Central America, and North Coast of South America (not south of Paramaribo), and vice versa.

Merchandise shipped—

Under Deck is insured:

(a) By Steel, Iron, or Concrete Barges.

Free of Particular Average unless the vessel be stranded, sunk, burnt, on fire or in collision.

(b) By Wooden or Composite Barges, Wooden Motor and Steam Vessels, and Sailing Vessels (with or without Auxiliary Power).

Free of Particular Average unless caused by the vessel being stranded, sunk, burnt, on fire or in collision.

On Deck is insured:

Free of Particular Average unless caused by the vessel being stranded, sunk, burnt, on fire or in collision, but including the risk of jettison or washing overboard, irrespective of percentage.

If the policy to which this endorsement is attached covers transit risks on shore, this insurance covers while on docks, wharves, or elsewhere on shore during such land transportation against only the risks of collision, derailment, fire, lightning, sprinkler leakage, cyclones, hurricanes, earthquake, floods, the rising of navigable waters, or any accident to the conveyance, or collapse or subsidence of docks or wharves.

Notwithstanding the foregoing the Underwriters are to pay the insured value of any package or packages, piece or unit, which may be totally lost in loading, transhipment or discharge, also for any loss or damage to the interests insured which may reasonably be attributed to fire, collision or contact of the vessel and/or craft and/or conveyance with any external substance (ice included) other than water; or to discharge of cargo at port of distress, also to pay landing, warehousing, forwarding and special charges if incurred for which underwriters would be liable under a policy covering Particular Average.

Warranted nevertheless in all cases free of claim for loss of market or for damage or deterioration arising from delay whether caused by a peril insured against or otherwise.

It is further understood and agreed that the risks of war, strikes, and other risks referred to in the American Institute F. C. & S. and Strikes, Riots and Civil Commotions warranties are excluded from this insurance unless expressly assumed by endorsement.

Limit of liability under this policy not to exceed $ per any one vessel of the above types.

Of this limit not exceeding $ to apply to cargo stowed on deck.

Vessels must be approved by Underwriter's surveyor prior to sailing. It is agreed, however, that in any particular case where it is impracticable for the assured to ascertain and report to underwriters the name of the carrying vessel in time for a survey to be made before sailing, the shipment will be held covered at a premium to be named by underwriters when the facts are known, provided the name of the vessel is reported by the assured as soon as practicable.

The Assured hereby agrees to pay premium at the rates named by this Company.

The terms and conditions of this endorsement shall supersede any terms or conditions of the policy giving a broader coverage or otherwise inconsistent herewith, but all other terms and conditions not inconsistent herewith remain unchanged. Notwithstanding the foregoing, it is agreed that this paragraph does not override the Negligence Clause, including the Admission of Seaworthiness, or the Explosion, Inchmaree, Both to Blame Collision and/or Deviation clauses of the policy, as applied to vessels covered by the endorsement.

Dated _____

For Sale by Joseph Lazard, 237 Lafayette St, N Y. Printed in U S.A

See pages 374–375 for discussion.

American Institute
OPEN POLICY
(July, 1945)

87B-12

AMENDED F. C. & S. WARRANTY (July, 1945)

Endorsement to be attached to and made part of Policy No. _____ of _____ Insurance Company.

Effective as to all shipments—

a. Under ocean Bills of Lading dated on or after July 1st, 1945, or

b. If ocean Bills of Lading not issued, under equivalent shipping documents dated on and after said date, or

c If no ocean Bills of Lading or equivalent shipping documents are issued or the same are undated, laden on overseas Vessel on and after said date

The F C & S Warranty in this policy is hereby amended to read as follows and as so amended shall be paramount and shall not be amended or superseded by any other provision included in this Policy or stamped or endorsed thereon unless such other provision refers specifically to the risks excluded by this warranty and expressly assumes the said risks —

Notwithstanding anything herein contained to the contrary, this insurance is warranted free from capture, seizure, arrest, restraint, detainment, confiscation, preemption, requisition or nationalization, and the consequences thereof or any attempt thereat, whether in time of peace or war and whether lawful or otherwise; also warranted free from all consequences of hostilities or warlike operations (whether there be a declaration of war or not), but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy

The Automobile Insurance Co. of Hartford, Conn.

All other terms and conditions remaining unchanged ....Manager

Dated _____ 19 ____

For Sale by Joseph Lazard, 496 Broome Street, New York 13, N Y

Printed in U S A

See pages 369–375 for discussion.

OPEN POLICY
American Institute
(April, 1943)

87-A-94

MARINE EXTENSION CLAUSES

Endorsement to be attached to and made part of Policy No._____of

_____ Insurance Company.

Notwithstanding anything to the contrary contained in or endorsed on this policy it is understood and agreed that in consideration of an additional premium the following terms and conditions shall apply to all shipments which become at risk hereunder on and after_____, 194____.

1. This insurance attaches from the time the goods leave the warehouse at the place named in the policy, certificate or declaration for the commencement of the transit and continues until the goods are delivered to the final warehouse at the destination named in the policy, certificate or declaration, or a substituted destination as provided in Clause 3 hereunder.

2. This insurance specially to cover the goods during,

(i) deviation, delay, forced discharge, re-shipment and transhipment.

(ii) any other variation of the adventure arising from the exercise of a liberty granted to the shipowner or charterer under the contract of affreightment.

3. In the event of the exercise of any liberty granted to the shipowner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original insured destination, the insurance continues until the goods are sold and delivered at such port or place; or, if the goods be not sold but are forwarded to the original insured destination or to any other destination this insurance continues until the goods have arrived at final warehouse as provided in Clause 1.

4. If while this insurance is still in force and before the expiry of 15 days from midnight of the day on which the discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge is completed, the goods are re-sold (not being a sale within the terms of Clause 3) and are to be forwarded to a destination other than that covered by this insurance, the goods are covered hereunder while deposited at such port of discharge until again in transit or until the expiry of the aforementioned 15 days whichever shall first occur. If a sale is effected after the expiry of the aforementioned 15 days while this insurance is still in force the protection afforded hereunder shall cease as from the time of the sale.

5. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.

6. This insurance shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured.

7. It is a condition of this insurance that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of the Assured.

All other terms and conditions of the policy not in conflict with the foregoing remain unchanged, it being particularly understood and agreed that the F.C.&S. clause remains in full force and effect, and that nothing in the foregoing shall be construed as extending this insurance to cover any risks of war or consequences of hostilities.

The foregoing clauses do not apply to the following shipments:

(a) Between ports in the Continental United States (excluding Alaska);

(b) Continental United States (excluding Alaska) to/from Canada;

(c) Canada to Canada;

(d) Newfoundland to Newfoundland;

(e) Shipments by air conveyances.

_____

Dated_____19____

For sale by Joseph Lazard, 237 Lafayette St., N. Y. C. Printed in U.S.A.

See pages 372–373 for discussion.

American Institute
(July, 1945)

WAR RISK ONLY
Open Policy
Form No. 2-E

The Automobile Insurance Company of Hartford, Connecticut

No. WC_____

(Hereinafter called the Company)

THIS POLICY OF INSURANCE WITNESSETH, that in consideration of premiums as agreed to be paid, these Assurers do make insurance and cause

.... to be insured, lost or not lost, for account of whom it may concern, against War Risks only, in accordance with the terms and conditions hereinafter set forth.

For not exceeding $ .. per any one Vessel

This Policy shall cover only those shipments which are insured against marine risks under Policy No .... of this Company, it being agreed that the description of such shipments, the valuations thereof, the voyage, vessel and/or craft (which shall be construed to include aircraft if included under the marine policy) on which the goods are to be carried and the ports of loading and discharge, as reported under the said Policy against marine risks, shall be deemed incorporated herein Notwithstanding the foregoing, this policy shall not cover purely domestic shipments by air between points in the Continental United States (excluding Alaska)

Any loss payable hereunder shall be payable in funds current in the United States, to the order of . ... thirty days after full proofs of loss and proofs of interest have been filed with these Assurers

1 This insurance is only against the risks of capture, seizure, destruction or damage by men-of-war, piracy, takings at sea, arrests, restraints and detainments and other warlike operations and acts of kings, princes and peoples in prosecution of hostilities or in the application of sanctions under international agreements, whether before or after declaration of war and whether by a belligerent or otherwise, including factions engaged in civil war, revolution, rebellion or insurrection, or civil strife arising therefrom, and including the risks of aerial bombardment, floating or stationary mines and stray or derelict torpedoes, but excluding claims for delay, deterioration and/or loss of market, and warranted not to abandon (on any ground other than physical damage to ship or cargo) until after condemnation of the property insured Also warranted not to abandon in case of blockade, and free from any claims for loss or expense in consequence of blockade or of any attempt to evade blockade; but in the event of blockade, to be at liberty to proceed to an open port and there end the voyage

2 Warranted free from any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests, restraints or detainments

3 This insurance does not cover any loss or damage caused by or resulting from any of the following causes·
   (a) Commandeering, preemption, requisition or nationalization by the government (de facto or otherwise) of the country to or from which the goods are insured
   (b) Seizure or destruction under quarantine or customs regulations

4 This insurance attaches only as the goods are first loaded on lighter, craft or vessel after leaving the warehouse at point of shipment in transit for the destination named in the policy, and ceases to attach as the goods are finally landed from the vessel, craft or lighter at the final port or place of discharge
   This insurance includes transshipment and intermediate overland transit, if any If the voyage is terminated and the interest insured is discharged at a port or place other than the intended port of discharge, through circumstances beyond the control of the Assured, this insurance shall continue until the interest insured is sold and delivered at such port or place, or if the interest be not sold but forwarded by water to the port of destination or to a substituted destination, this insurance shall continue until the interest is landed at the original or substituted destination.
   It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.

5 This insurance shall not be vitiated by deviation, over-carriage, change of voyage, or by any error or unintentional omission in the description of interest, Vessel or voyage, provided the same be communicated to this Company as soon as known to the Assured and an additional premium paid if required

6 And in case of any loss or misfortune, it shall be lawful and necessary to and for the Assured, his or their factors, servants and assigns, to sue, labor and travel for, in and about the defense safeguard and recovery of the said goods and merchandises, or any part thereof, without prejudice to this insurance, nor shall the acts of the Assured or Assurers, in recovering, saving and preserving the property insured, in case of disaster, be considered a waiver or an acceptance of an abandonment, and to the charges whereof, the said Assurers will contribute according to the rate and quantity of the sum hereby insured

7 General Average and salvage charges (resulting from a peril hereby insured against) payable according to Foreign Statement or York-Antwerp Rules if in accordance with the contract of affreightment

8 It is agreed that the reports of shipments made under the Policy against marine risks mentioned above shall be deemed to be reports under this Policy also, and the Assured agrees to pay premiums on all shipments insured under this Policy at the war risk rates of this Company as fixed from time to time

9 (a) This policy is warranted free of any claim arising from capture, seizure, arrest, restraint or detainment by the Government of the United States or of any of its Allies
   (b) It is understood and agreed that the following shipments are excluded from any coverage whatsoever under this insurance, viz shipments to or from an enemy country or any country or territory with which trading is forbidden by the laws of the United States or the laws of Great Britain, and shipments carried on vessels operated or controlled from any such country or territory
   (c) No claim shall be payable hereunder which arises from collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the Vessel concerned or, in the case of a collision, any other Vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purpose of this paragraph "power" includes any authority maintaining naval, military or air forces in association with a power.

10 It is agreed that this Policy is a separate and wholly independent contract and is not subject to any terms or conditions of the Policy against marine risks above mentioned (whether physically attached thereto or not) except as such terms or conditions shall have been expressly incorporated herein by reference

11 This insurance may be cancelled by either party upon forty-eight hours written or telegraphic notice to the other party, but such cancellation shall not affect any shipment on which this insurance has attached under the terms of Clause 4 hereof prior to the effective date of such notice Shipments on which this insurance has not so attached but for which, prior to the effective date of such notice, bills of lading have been issued and (in the case of exports) Certificates or special policies have been issued and negotiated, shall be covered from the time of loading on lighter, craft, or vessel, as provided in Clause 4, at the rates of this Company, provided that, prior to said effective date, such shipments were at the risk of the Assured and were covered under the said Policy against marine risks

In the event of loss which may give rise to a claim under this Policy, prompt notice should be given to this Company.

Effective on all shipments by vessels sailing on and after

IN WITNESS WHEREOF, THE AUTOMOBILE INSURANCE COMPANY OF HARTFORD, CONNECTICUT, has caused these presents to be signed by its President and a Secretary, but the same shall not be binding upon the Company unless countersigned by a duly commissioned Agent.

Secretary.

COPY

President.

Countersigned at .. . , .. this day of . ... 19.....

By . . ..
AGENT

Form M-592

WAR RISKS
American Institute
(June 1946)
OPEN POLICY

87-B-20

ENDORSEMENT ATTACHED TO AND MADE PART OF WAR RISK POLICY NO. _____

OF _____

ISSUED TO _____

Effective as to all shipments

a Under ocean Bills of Lading dated on or after , or

b. If ocean Bills of Lading not issued, under equivalent shipping documents dated on and after said date, or

c. If no ocean Bills of Lading or equivalent shipping documents are issued or the same are undated, laden on overseas Vessel on and after said date;

Subdivisions (a) and (b) of Clause No. 9 of this policy are hereby deleted, and the said Clause 9 is amended to read in full as follows:

9. No claim shall be payable hereunder which arises from collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the Vessel concerned or, in the case of a collision, any other Vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purpose of this paragraph "power" includes any authority maintaining naval, military or air forces in association with a power.

All other terms and conditions remaining unchanged

The Automobile Insurance Co. of Hartford, Conn.
..... Manager

Dated _____ 19 ..

For Sale by Joseph Lazard, 496 Broome Street, New York 13 N Y — Printed in U S A

See page 377 for discussion.

American Institute
(February 1941)

PART OF POLICY NO. OF

ISSUED TO

S. R. & C. C. ENDORSEMENT (Form No. 5)

This insurance also covers damage, theft, pilferage, breakage or destruction of the property insured directly caused by strikers, locked-out workmen, or persons taking part in labor disturbances or riots or civil commotions and destruction of or damage to the property directly caused by persons acting maliciously; but the foregoing shall not be construed to include or cover any loss, damage or expense caused by or resulting from (a) delay, deterioration or loss of market, or (b) hostilities, warlike operations, civil war, revolution, rebellion or insurrection, or civil strife arising therefrom.

While the property insured is at risk under the terms and conditions of this insurance within the United States, its incorporated territories and its possessions in the Western Hemisphere, Canada and Newfoundland, this insurance is extended to cover damage, theft, pilferage, breakage or destruction of the property insured directly caused by "Vandalism," "Sabotage" and "Malicious Mischief," and as so extended shall include such losses directly caused by acts committed by an agent of any government, party or faction engaged in war, hostilities or other warlike operations, provided such agent is acting secretly and not in connection with any operation of military or naval armed forces in the country where the described property is situated. Nothing in the foregoing shall be construed to include or cover any loss, damage or expense caused by or resulting from (a) delay, deterioration or loss of market; or (b) hostilities, warlike operations, civil war, revolution, rebellion or insurrection, or civil strife arising therefrom, excepting only the acts of certain agents expressly covered above.

The Assured agrees to report all shipments attaching under this cover and to pay premiums therefor at the rates established by the Company from time to time.

This endorsement may be cancelled by either party upon forty-eight hours written or telegraphic notice to the other party, but such cancellation shall not affect any risks which have already attached hereunder.

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

Dated . . . . . 19 . . . . . .

W-27 7800 4-23-41

See page 355 for discussion.

INVOICE AND DECLARATION OF VALUE REQUIRED FOR SHIPMENTS TO

AUSTRALIA

(Place and Date).....19.....

Invoice of (General nature or class of merchandise) . . . . . purchased

by .... of.....

from .. . .of..... .....t. .. ..

to be shipped per . . ..

CUSTOMER'S ORDER NO. OUR ORDER NO TERMS

Country of Origin	Marks and Nos. on Packages	Quantity and Description of Goods	Gross Current Domestic Values in Currency of Exporting Country (See para. 3 and 4 of Certificate)		Selling Price to Purchaser	
			@	Amount	@	Amount

Origin of Outside Containers	Enumerate the following charges, and state whether each amount has been included in or excluded from the above selling price to purchaser —	Amount in Currency of Exporting Country	State whether included or excluded.
	Labour in packing the goods into outside packages for EXPORT	Net	
	Value of EXPORT outside containers	Net	

Enumerate the following charges, and state whether each amount has been included in or excluded from the above current domestic values:—	Amount in Currency of Exporting Country	State whether included or excluded.
(1) Cartage to rail and/or to docks		
(2) Inland freight (rail or canal) and other charges to the dock area, including inland insurance		
(3) Labour in packing the goods into outside packages had similar goods been sold for consumption in the U S. A.	Net	
(4) Value of outside packages had similar goods been sold for consumption in the U S. A.	Net	
(5) If the goods are subject to any charge by way of royalties		
State full particulars of royalties below —		

(a) Full Name of person signing Declaration.

(1) Manager, chief clerk, or as the case may be.

(2) Name of firm or company.

(3) Name of city or country

(4) These words should be omitted where the manufacturer or supplier himself signs the certificate.

Cross out either 1 (a) or 1 (b) in every instance.

(5) Particulars of any special arrangement.

(6) "Warehouse," "factory" or "port of shipment."

(7) Cross out whichever word is not applicable.

(8) Ordinary personal signature of "(a)" above, not the firm's signature or "for" so and so.

(9) The witness need not necessarily be a magistrate, notary, or other public official, but may be person competent to sign as to signatures on ordinary business documents.

I, (a) . the (1) . . . . . of (2) . . . . . of (3) . . . . . hereby declare that I [(4) have the authority to supplier/manufacturer of the goods enumerated in this invoice amounting to make and sign this certificate on behalf of the aforesaid supplier manufacturer, and that I] have means of knowing and I do further declare as follows.—

1 Delete par 1 (a) or 1 (b) whichever is not applicable, (b) is for goods on consignment

1(a) That this invoice is in all respects correct and contains a true and full statement of the price actually paid or to be paid for the said goods, and the actual quantity and description thereof (Cross out this paragraph if goods are on consignment)

(Cross out following paragraph if goods are SOLD [not on consignment].

1(b) That this invoice is in all respects correct and contains a true and full statement as to the quantity and description of the goods and of the price which would have had to be paid by a purchaser in Australia had the goods been sold to an Australian importer instead of being consigned for sale in Australia.

2 That no different invoice of the goods mentioned in the said invoice has been or will be furnished to anyone, and that no arrangement or understanding affecting the purchase-price of the said goods has been or will be made or entered into between the said exporter and purchaser, or by anyone on behalf of either of them, either by way of discount, rebate, compensation, or in any manner whatever, other than as fully shown on this invoice, or as follows (5)

3. That the domestic values shown in the column headed "Current Domestic Values in Currency of Exporting Country" are those at which the above mentioned firm or company is supplying or would be prepared to supply to any and every purchaser for home consumption in the country of exportation and at the date of exportation, identically similar goods in equal quantities, at (6) subject to per cent. cash discount, and that such values include/exclude (7) the cost of outside packages, (if any,) in which the goods are sold in such country for domestic consumption.

4 That the said domestic value includes any duty leviable in respect of the goods before they are delivered for home consumption, and that on exportation a drawback or remission of duty amounting to (7) has been/will be allowed by the revenue authorities in the country of exportation.

5 That each article on the invoice is bona fide the produce or manufacture of the country specified on the invoice as its country of origin.

Dated at . . . . . this . . . . day of . . . . . ,19 ...

Witness. (9) . . . . . Signature. (8) . . . . . .

No. 5 (Bond Paper) or Form No 41 (Onion Skin) Printed and Sold by Una & Co , 24 Beaver Street, New York 80182

The above declaration must appear on all invoices of goods of American manufacture.

See pages 383 and 384–385 for discussion.

INVOICE AND DECLARATION OF VALUE REQUIRED FOR SHIPMENT TO JAMAICA

Also used for the following territories:

Anguilla	Barbuda	Cyprus	Grenada	Redonda	Seychelles
Antigua	Br. Guiana	Dominica	Mauritius	St. Kitts	Solomon Is.
Bahamas	Br. Honduras	Falkland Is.	Montserrat	St. Lucia	Trinidad
Barbados		Fiji Islands	Nyasaland	St. Vincent	Western Samoa

(Place and Date) .... 19.....

Invoice of (General nature or class of merchandise) ... consigned

by..... of .....

to.... .....of .....

to be shipped per .....

CUSTOMER'S ORDER NO · OUR ORDER NO. TERMS:

Country of Origin	Number of Packages	Marks and Numbers on Packages	Quantity and Description of Goods	Cost, Insurance and Freight Value	
				At	Amount

Enumerate the following charges, and state whether each amount has been included in or excluded from the above C I F values —	Amount in Currency of Exporting Country	State whether included or excluded
(1) Cartage to rail and/or to docks		....
(2) Inland freight (rail or canal) and other charges to the dock area, including inland insurance		.....
(3) Labour in packing the goods into outside packages		.....
(4) Value of outside packages		.....
(5) Ocean freight		...
(6) Insurance		.. ....
(7) If the goods are subject to any charge by way of royalties		... .
State full particulars of royalties below —		

(1) Insert Manager, or Chief Clerk (as the case may be)
(2) Name of firm or Company.
(3) Name of city or country
(4) Words bracketed should be omitted where the Manufacturer or Supplier himself signs the Certificate.
(5) Insert particulars of any special arrangement.

I, (1) ... of (2) ..
of (3) ... Manufacturer / Supplier of the goods enumerated in this Invoice amounting to ... hereby declare (4) (that I have the authority to make and sign this Certificate on behalf of the aforesaid Manufacturer / Supplier and) that I have the means of knowing and do certify as follows —

1 That this Invoice is in all respects correct and contains a true and full statement of the price actually paid or to be paid for the said goods and the actual quantity thereof

2 That no arrangements or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser, or by anyone on behalf of either of them either by way of discount, rebate, compensation or in any manner whatever other than as fully shown in this Invoice, or as follows (5) ... .

Dated at .. .. .this ... . day of..... 19

Witness: ... .

Signature

Form No 17 (Bond Paper) or No. 44 (Onion Skin) Sold by Uns & Co., 24 Beaver St., N. Y. 80931
Revised June 25th, 1937

See pages 383 and 384–385 for discussion.

INVOICE AND DECLARATION OF VALUE REQUIRED FOR SHIPMENTS TO THE UNION OF SOUTH AFRICA

(Comprised of the following provinces—Cape Province, Natal [Including Zululand], Orange Free State, Transvaal)

Also used for the following Territories

Basutoland Bechuanaland, East Griqualand, Pondoland, Rhodesia North, South West Africa, Swaziland, Tembuland, Transkei, Walvis Bay, Zanzibar

(Place and Date).....19.... Invoice No. ... .

Invoice of.....purchased

(General nature or class of merchandise)

By.....of.....

from.....of.....

to be shipped per.....

CUSTOMER'S ORDER NO. OUR ORDER NO. TERMS:

Country of Origin	Marks, Numbers and Type of Packages	Quantity and Description of Goods	Current Domestic Values in Currency of Exporting Country. (See par 3 and 4 of Certificate)		Selling Price to Purchaser	
			@	Amount	@	Amount

[1]

See pages 383 and 384–385 for discussion.

Enumerate the following charges, and state whether each amount has been included in or excluded from the above CURRENT DOMESTIC VALUE:—	Amount in Currency of Exporting Country.	State if included
(1.) Cartage to rail, docks or airport		
(2.) Inland freight (rail or canal) and other charges to the dock area, or airport, including inland insurance . .		
(3.) Labour in packing the goods into outside packages Export $ . . Domestic $ . . . Difference	.... . .	EXCLUDED
(4.) Value of outside packages . . .. Export $ . . . Domestic $ . . . Difference	. . .	
(5.) If the goods are subject to any charge by way of royalties...		
State full particulars of royalties below		

(1) Here insert manager, chief clerk, or as the case may be.

(2) Here insert name of firm or company.

(3) Here insert name of city or country.

(4) These words should be omitted where the manufacturer or supplier himself signs the certificate.

(5) Here insert particulars of any special arrangement.

(6) Here insert "warehouse", "factory" or "port or shipment."

(7) Ordinary **personal** signature of "(1)" above, **not** the firm's **signature** or "for" so and so.

(8) The witness need not necessarily be a magistrate, notary, or other public official, but may be any person competent to sign as a witness to signatures on ordinary business documents.

I, (1)..... ...., of (2)..... .

of (3) . . . . . , manufacturer/supplier of the goods enumerated in this invoice, amounting to .... hereby declare that I (4) have the authority to make and sign this certificate on behalf of the aforesaid manufacturer/supplier, and that I have the means of knowing and do hereby certify as follows -

(1) That this invoice is in all respects correct and contains a true and full statement of the price actually paid or to be paid for the said goods, and the actual quantity thereof.

(2) That no different invoice of the goods mentioned in the said invoice has been or will be furnished to any one and that no arrangements or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them either by way of discount, rebate, compensation, or in any manner whatever other than as fully shown in this invoice, or as follows

(5)..... .. . .

.. ..

(3) That the domestic values shown in the column headed 'Current Domestic Values" are not less than those at which the above-mentioned firm or company would be prepared to supply freely to any purchaser for home consumption in the country of exportation and at the date of exportation identically similar goods in the usual wholesale quantities; at (6) . . . . . subject to . per cent. cash discount, and that such values include/exclude the cost of outside packages, if any, in which the goods are sold in such country for domestic consumption.

(4) That the said domestic values include any duty leviable in respect of the goods before they are delivered for home consumption, and that on exportation a drawback or remission of customs/excise duty amounting to , has been/will be allowed by the revenue authorities in the country of exportation.

Dated at . . . this .. . day of 19

Witness (8). . .. . Signature (7)

Revised April 16, 1945 Form No. 27 (Bond Paper) or No. 47 (Onion Skin) Printed in U.S.A. and Sold by UNZ & CO., 24 Beaver St., New York—13746

MEXICAN COMMERCIAL INVOICE

Factura Comercial de las Mercancías

(Place and date of sale)

Vendor (Vendidos por) (Name) of (de) (Place and address)

Sold to (Vendidos a) (Purchaser) of (de) (Place and street address)

Consigned to (A la Consignación de) (Customs Broker) of (de) (Place and street address)

MARCAS (Marks)

Shipped by (Despachadas por) (Steamer, Freight, Express, etc.)

via port of (al puerto de)

for account and risk of purchaser. (por cuenta y riesgo del comprador)

Invoice Number ____ Customer's Order No. ____

Vendor's Order No. ____ Terms ____

Number of Packages or Cases (Cantidad de Bultos)	Kind of Package (Clase de Bultos)	Weight in Kilos (Peso en Kilos)			Country of Origin	DETAILED DESCRIPTION OF MERCHANDISE IN PLAIN COMMERCIAL TERMS	Value in U.S.A. Dollars (Valor en Moneda Americana)
		Gross Weight Each Package (Bruto de Cada Bulto)	Net Weight Each Package (Neto de Cada Bulto)	Legal Weight Each Package (Legal de Cada Bulto)			

We certify that the above is true and correct.

(Firm or Company Signature)

(Signature of Individual)

Printed and sold by Uux & Co., 24 Beaver Street, N. Y. U 80191
Form No. 21 (Bond Paper) or No. 16 (Onion Skin)

See pages 983–984 for discussion.

FATURA CONSUL

(Brazilian Cons

CONSULADO GERAL
(Consulate General

.....VIA

(b) Mercadorias embarcadas no porto de..... no navio a vapor, a motor ou á
(Goods shipped at the port of) (on steamship, motorship or sailboat)

a partir, aproximadamente, em . . de..... de 19. . . . , as quaes se destinam ao porto de...
(to sail, about,) (day) (of) (month) (of 19) (which are destined to the port)

ou em transito pelo porto de. . . . e são consignadas aos Srs.
(or in transit through the port of) (and are consigned to Messrs.)

MARCA DOS VOLUMES (Marks) (c)	VOLUMES (Packages)			- DISCRIMINAÇAO DAS MERCADORIAS (Description of the goods) (h)	PARA USO OFFICIAL (For official use) (q)	PESO V((Gro the
Numeração dos Volumes Numbers on the packages (d)	Num. de Referencia (Reference No.) (e)	Quantidade (Quantity) (f)	Especie (Kind) (g)			
				SOMMA (Addition)		
				FRETES E OUTRAS DESPESAS EM DOLLAR (Freight and other expenses in dollars'		
				TOTAL GERAL (General Total)		

Declaração: Nós abaixo assignados affirmamos serem exatas todas as declarações contidas nesta fatura
(We, the undersigned, affirm that all declarations made in this invoice are exact)

..... (place) em (on) .de (of) de.19.. (of 19)

Assinatura do exportador ou expedidor.....
(Signature of Exporter or Shipper)

(VIDE INSTRUCÕES NO VE

See pages 303 and 384–385 for discussion.

AR BRASILEIRA

ular Invoice)

. EM NOVA YORK
at New York)

(p)

(s) N.....

vela ... ... de nacionalidade. .
(of nationality)

.. .. do Brasil, com opção
(in Brazil, with option)

. ... de
(of)

BRUTO DOS OLUMES se weight of package) (i)	PESO DAS MERCADORIAS (Weight of the goods)				QUANTIDADE DA MERCADORIA (Quantity of goods) (l)	VALOR DE CADA MERCADORIA EM DOLLAR (Value of each class of merchandise in dollars) (m)	PAIS DE ORIGEM (Country of origin) (n)	PAIS DE PROCEDENCIA (Country from which sent) (o)
	LEGAL (Legal) (j)		LIQUIDO REAL (Actual net) (k)					
KILOG (Kilos)	KILOG (Kilos)	GRAM (Grams)	KILOG. (Kilos)	GRAM (Grams)				
....	....	... .	... .	.. ..	. ...	.....	.....	.....
. ...	... .	. . . ..	.....	. . . .	.....	.....	.....	.....
.. ....	....	.. . .	.... .	...	....	.....	.....	.....
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. ..	.. ..	.	.	.	..		.. ....	.....
—	—	—	—	—				
	... ...	.	...	.	.		.	... .

Observações do consul geral.....
(Consul's remarks)

... .

Pagou .
(Paid)

Visto Consulado Geral da Republica dos Estados Unidos do Brasil em Nova York
(Vised) (Consulate General of the Republic of United States of Brazil at New York)

em de de 19 ..
(on) (of) (of 19)

Assinatura do Consul Geral
(Consul's signature) . . . .

RSO) (See instructions on the reverse side)

INSTRUÇÕES PARA O PREENCHIMENTO DA FATURA CONSULAR BRASILEIRA

(a) – A numeração, que compete exclusivamente ao consul, deve ser anual e seguidamente feita.

(b) – O exportador ou carregador deve preencher os claros desta alinea, riscando as palavras que não lhe aproveitarem. Ex.: Quando o embarque fôr feito em vapor, devem ser riscadas as palavras "a motor ou á vela".

(c) – Deverá ser reproduzida neste lugar a marca dos volumes das mercadorias consignadas na fatura.

(d) – Esta coluna deve ser preenchida com a numeração, de cada volume, a qual deve ser seguida. Ex.: 100, 101, 102, etc.

(e)—Nesta coluna mencionará, facultativamente, o exportador o numero que, geralmente, se colloca no volume para se distinguir uma encomenda de outra. Cada fatura não poderá conter, entretanto, mais do que um numero de referencia.

(f)-(g) – Nestas colunas deverão ser mencionadas, guardando a devida ordem, a quantidade e a especie de volumes, isto é, se são caixas, barris, barricas, etc.

(h) – O exportador deverá indicar, nesta coluna, as mercadorias com as denominações proprias, de acordo com a venda realizada e a correspondente fatura comercial, na conformidade do que dispõe o capitulo III do Regulamento de Faturas.

(i) – Nesta coluna o exportador indicará o peso bruto total dos volumes, o que inclue o de todos os envoltorios externos ou internos.

(j) – Nesta coluna o exportador mencionará o peso legal de cada mercadoria, que é o peso nos envoltorios internos, inclusive cartões, cordas, garrafas, latas, papel e outros, em que vier a mercadoria acondicionada, com exceção das caixas de madeira tosca, da palha, palhões e serragens servindo de enchimento, e da folha de zinco e de ferro, revestindo internamente o envoltorio externo.

(k) – Esta coluna deve ser preenchida com o peso liquido real de cada mercadoria, isto é, o da mercadoria livre de todo e qualquer envoltorio.

(l) – Esta coluna deve ser preenchida com a unidade sobre que incidem os direitos, quando estes não recahirem sobre o peso. Ex.: duzia, milheiro, cento, metro cubico, etc.

(m) – Nesta coluna será mencionado o valor, em dollar americano, de cada mercadoria referida na fatura, excluidas as despesas e o frete. Cada classe de mercadoria especificada na fatura deverá trazer a declaração do seu peso e valor.

(n) – Esta coluna deve ser preenchida com o nome do pais de produção da mercadoria, quando se tratar de materia prima; e, com o nome daquelle em que ella foi beneficiada, quando se tratar de produtos manufaturados.

(o) – Esta coluna deve ser preenchida com o nome do pais onde foram adquiridas as mercadorias para serem exportadas para o Brazil.

(p)-(q) – Para uso exclusivo do Departamento Nacional de Estatistica.

INSTRUCTIONS FOR FILLING OUT A BRAZILIAN CONSULAR INVOICE

(a) – The numbering, to be done exclusively by the consular office, shall be yearly and in sequence.

(b) – The exporter or shipper shall fill in the blanks in this paragraph, crossing out the words which do not apply. Example: when a shipment is made by steamship, the words "motorship" or "sailboat" have to be crossed out.

(c) – A reproduction of the marks used on the packages covered by the invoice should be reproduced in this space.

(d) – This column to be filled in with the number of each package, which must be in sequence. Ex.:-100, 101, 102, etc.

(e) – In this column indicate the reference number, which is generally marked on the packages to distinguish one consignment from another. Its use is not obligatory. Only one reference number to each Consular invoice is allowed.

(f)-(g) – In these columns state the quantity and kind of packages used, in the due order; that is, whether cases, barrels, bundles, etc.

(h) – The exporter shall describe in this column the goods by their proper denominations, in accordance with the sale made and the corresponding commercial invoice, in accordance with Chapter III of the Regulation of Consular Invoices.

(i) – In this column the exporter shall state the total gross weight of the packages, including all the packing and wrapping, both external and internal.

(j) – In this column the exporter shall state the legal weight of each article, that is, including all the internal wrapping, including cartons, cord, bottles, cans, paper and others in which the goods are wrapped, with exception of boxes of coarse wood, straw and saw-dust, as well as the tin and iron plate which serves as lining for the external packing.

(k) – This column is to be used for the actual net weight of each article, that is, free of all and every wrapping.

(l) – This column is to be used for a declaration of the unit on which the duties are to be based, whenever the duties are not based on the weight. Examples: dozen, thousands, hundreds, cubic meter, etc.

(m) – In this column shall be stated the value, in dollars (U. S. currency), of the goods mentioned in each declaration in the invoice, freight and expenses excluded. Each class of goods covered by the invoice must be shown with its weight and value.

(n) – In this column is to be stated the name of the country where the goods are produced, in case of raw material; and the name of the country where they are manufactured, in case of manufactured goods.

(o) – In this column is to be stated the name of the country where the goods have been acquired for exportation to Brazil.

(p)-(q) – For exclusive use of the Departamento Nacional de Estatistica.

Form No. 7 (Bond Paper) or Form No. 42 (Onion Skin)
Printed and Sold by UNZ & CO., 24 Beaver St., New York U 20843 Effective Aug. 24th 1933.

Mod. No. 3

(Para toda clase de mercancías, excepto tejidos y líquidos)
(For all kind of merchandise except textiles and liquids)
Original and five copies required for all ports

DUPLICATE FOR USE ONLY TO MAIL TO CONSIGNEE ON PARCEL POST SHIPMENTS AND AS FILE COPY

Keep record of certificate Number in case you need a duplicate

NOTE
State Expenses incurred by Merchandise up to the time of Shipment

If there are no expenses state so.

Form No. 88—Printed by Uns & Co., 24 Beaver Street, New York U 8669

Factura Consular *de las mercancías vendidas en* _____ (Place where merchandise was at time of purchase) *y remitidas*

por _____ (Forwarder's Name) *de* _____ (Forwarder's Address)

a _____ (Consignee's Name) *de* _____ (Consignee's Address)

pór _____ (Name and nationality of vessel or means of transportation) *que zarpará del puerto de* _____ (Port of shipment)

para ser trasbordadas en el puerto de _____ (Port of transhipment) *e importadas en Cuba*

por el puerto de _____ (Cuban port or sub-port where merchandise is to be unloaded) *con destino a* _____ (Final destination of merchandise)

NUMERO DE BULTOS (Number of Packages)	CLASE DE LOS BULTOS (Kind of Packages)	SEÑAS O MARCAS (Marks)	PESO EN KILOGRAMOS (Weight in Kilos) BRUTO (Gross Weight)	PESO EN KILOGRAMOS (Weight in Kilos) NETO (Net Weight)	DESCRIPCION DE LA MERCANCIA (Detailed Description of the Merchandise)	VALOR POR UNIDAD (Value of the Unit)	IMPORTE (Totals)
					IMPORTE TOTAL DE LA FACTURA.. ... . (Grand total of the Invoice)		

El remitente de estas mercancías es también el (*) _____ (The sender of this merchandise is also the) (See below. Fill in as the case may be in Spanish) de las mismas (of the same).

(*) "Productor" (Producer) "Fabricante" (Manufacturer) "Dueño" (Owner) "Comisionista" (Commission Agent) "Agente embarcador por cuenta propia" (Shipper for his own account) "Agente embarcador por cuenta ajena" (Shipper for another party's account)

See pages 883 and 884–885 for discussion.

Form 138
FOREIGN SERVICE
(Revised August 1941)

—Attach Additional Sheets Here—

INVOICE OF MERCHANDISE

(Before preparing this invoice, read instructions carefully)

(1) PURCHASED ☐ (1) NOT PURCHASED ☐

(Do not include PURCHASED and NOT PURCHASED merchandise in ONE invoice; use SEPARATE invoice for each)

_____ (Place and date)

Invoice of _____ (Merchandise) (2) { purchased from or agreed to be purchased from / shipped by

(3) _____ (Seller or consignor) of _____ (Address)

by / to _____ (Purchaser or consignee) of _____ (Address)

(4) { as per order accepted _____ (Date) / for the account of _____ (Name) of _____ (Address)

to be shipped per _____ (Carrier)

(5) MARKS AND NUMBERS ON SHIPPING PACKAGES	(6) MANUFACTURER'S OR SELLER'S NUMBERS OR SYMBOLS	(7) IMPORTER'S NUMBERS OR SYMBOLS	(8) QUANTITIES AND FULL DESCRIPTION OF GOODS (N B —Always state the cost of packing, and all other costs, charges, and expenses)	(9) INVOICE UNIT (See questions below)	(10) INVOICE TOTAL	(11) CURRENT PRICE (Home consumption or export) PER UNIT

(Read carefully instructions 1 and 9 before answering the first three following questions.)

Is this merchandise shipped in pursuance of a purchase or an agreement to purchase? _____ (Yes or No)

If answer to preceding question is "Yes," have you entered as item 9 the purchase price of each item in the currency of purchase? _____ (Yes or No)

Is this merchandise shipped otherwise than in pursuance of a purchase or an agreement to purchase? _____ (Yes or No) If answer is "Yes," indicate below whether you have entered as item 9 the present value for each item in the currency in which the transactions are usually made (*a*) the value for home consumption including all applicable taxes in the country of exportation, or (*b*) the export value to the United States if higher, or (*c*) in the absence of the foreign value and the export value, the price in such currency that the manufacturer, seller, shipper, or owner would have received, or was willing to receive for such merchandise if sold in the ordinary wholesale quantities in the country of exportation, or (*d*) in the absence of all of the foregoing, the cost of production _____ (State whether (*a*), (*b*), (*c*), or (*d*) is applicable)

Is the currency, entered as item 9, gold, silver, or paper? _____ (State which)

Have you enumerated all charges and stated whether each amount has been included in or excluded from the above invoice amounts? _____ (Yes or No) If the inland freight is included in the invoice price or value, is the price or value of the merchandise the same at the factory as at the point of delivery? _____ (Yes or No)

Have you separately itemized all rebates, drawbacks, bounties, or other grants allowed upon the exportation of the merchandise? _____ (Yes or No)

Is such or similar merchandise offered or sold in the home market for home consumption? _____ (Yes or No) If so, what taxes are applicable? _____ (Rate and kind)

(When invoice is signed by an authorized agent the name of his principal must be shown.)

Signature of Seller or Shipper _____

By _____ (Authorized agent)

16—25721-1

[1]

See pages 383 and 384–385 for discussion.

[2]

CONSULAR INVOICE OF MERCHANDISE

Invoice No ..... Issued in { Triplicate / Quadruplicate

Certified .....
(Date)

FOREIGN SERVICE OF THE UNITED STATES OF AMERICA AT

.....

Date .....

Seller / Consignor } .....

.....

Purchaser / Consignee } .....

.....

Carrier .....
(Vessel or railroad)

.....

Port of shipment .....

Destination of goods .....

Port of arrival .....

Port of entry .....

Amount of invoice .....

Kind of goods .....

.....

.....

.....

U. S. GOVERNMENT PRINTING OFFICE 16—22721

DECLARATION OF SELLER OR SHIPPER, OR THE AGENT OF EITHER, WHEN MERCHANDISE IS SHIPPED IN PURSUANCE OF A PURCHASE OR AN AGREEMENT TO PURCHASE

I, / We, } .....

acting in the capacity described below, truly declare that .....

of .....

is / are } the { seller / sellers } or { shipper / shippers } of the merchandise described in the within or attached invoice; that the merchandise is sold or agreed to be sold, that there is no other invoice differing from the within or attached invoice, and that all the statements contained herein and in such invoice are true and correct.

I / We } further declare that .....

.....

.....

.....

and that it is intended to make entry of said merchandise at the port of .....

.....

in the UNITED STATES OF AMERICA

Dated at ..... this ..... day of .....

.....
(Seller)

.....
(Shipper)

.....
(Agent of seller)

.....
(Agent of shipper)

CONSULAR CERTIFICATE
Form 140

.....
(Date)

I do hereby certify that this invoice was this day produced to me by the signer of the above declaration.

I do further certify that I am satisfied that the person making the declaration above is the person he represents himself to be, and that a fee of $2 50 United States currency equal to ....., has been
(Local currency)
paid by affixing stamps to the original copy of this document.

Witness my hand and seal of office the day and year aforesaid.

.....

..... of the UNITED STATES OF AMERICA.

DECLARATION OF SHIPPER OR HIS AGENT WHEN THE MERCHANDISE IS SHIPPED OTHERWISE THAN IN PURSUANCE OF A PURCHASE OR AN AGREEMENT TO PURCHASE

I, / We, } .....

acting in the capacity described below, truly declare that .....

of .....

is / are } the { shipper / shippers } of the merchandise described in the within or attached invoice, that the merchandise is shipped otherwise than in pursuance of a purchase or an agreement to purchase, that there is no other invoice differing from the within or attached invoice, and that all statements contained herein and in such invoice are true and correct

I / We } further declare that .....

.....

.....

.....

and that it is intended to make entry of said merchandise at the port of .....

.....

in the UNITED STATES OF AMERICA.

Dated at ..... this ..... day of .....

.....
(Shippse)

.....
(Agent of shipper)

CONSULAR CERTIFICATE
Form 140

.....
(Date)

I do hereby certify that this invoice was this day produced to me by the signer of the above declaration

I do further certify that I am satisfied that the person making the declaration above is the person he represents himself to be, and that a fee of $2 50 United States currency equal to ....., has been paid
(Local currency)
by affixing stamps to the original copy of this document.

Witness my hand and seal of office the day and year aforesaid.

.....

..... of the UNITED STATES OF AMERICA.

INSTRUCTIONS FOR PREPARATION OF CONSULAR INVOICE FORM

INVOICE CONTENTS REQUIRED BY LAW

It is a legal requirement that all invoices of merchandise to be imported into the United States shall set forth:

(*a*) The port of entry to which the merchandise is destined;

(*b*) The time when, the place where, and the person by whom and the person to whom the merchandise is sold or agreed to be sold, or if to be imported otherwise than in pursuance of a purchase, the place from which shipped, the time when and the person to whom and the person by whom it is shipped;

(*c*) A detailed description of the merchandise, including the name by which each item is known, the grade or quality, and the marks, numbers, or symbols under which sold by the seller or manufacturer to the trade in the country of exportation, together with the marks and numbers of the packages in which the merchandise is packed,

(*d*) The quantities in the weights and measures of the country or place from which the merchandise is shipped, or in the weights and measures of the United States;

(*e*) The purchase price of each item in the currency of the purchase, if the merchandise is shipped in pursuance of a purchase or an agreement to purchase;

(*f*) If the merchandise is shipped otherwise than in pursuance of a purchase or an agreement to purchase, the value for each item, in the currency in which the transactions are usually made, or, in the absence of such value, the price in such currency that the manufacturer, seller, shipper, or owner would have received, or was willing to receive, for such merchandise if sold in the ordinary course of trade and in the usual wholesale quantities in the country of exportation;

(*g*) The kind of currency, whether gold, silver, or paper;

(*h*) All charges upon the merchandise, itemized by name and amount when known to the seller or shipper; or all charges by name (including commissions, insurance, freight, cases, containers, coverings, and cost of packing) included in the invoice prices when the amounts for such charges are unknown to the seller or shipper;

(*i*) All rebates, drawbacks, and bounties, separately itemized, allowed upon the exportation of the merchandise; and

(*j*) Any other facts deemed necessary to a proper appraisement, examination, and classification of the merchandise that the Secretary of the Treasury may require.

(*k*) If the merchandise is shipped to a person in the United States by a person other than the manufacturer, otherwise than by purchase, such person shall state on the invoice the time when, the place where, the person from whom such merchandise was purchased, and the price paid therefor in the currency of the purchase, stating whether gold, silver, or paper. (Section 481. Tariff Act of 1930 (U. S. C. title 19, sec. 1481))

SPECIFIC INSTRUCTIONS

The following instructions are numbered to correspond with the item numbers appearing on the consular invoice form:

1. *Purchased merchandise*—Place a check (V) or a cross (x) mark in the block following the word "PURCHASED" in item (1) *if the price or amount to be paid or remitted for the merchandise is fixed and determined at the time of or prior to the shipment thereof*, whether or not it is shipped directly to the purchaser or is shipped to an agent of the seller or to the seller's branch house in the United States for delivery

Merchandise not purchased—Place a check (V) or a cross (x) mark in the block following the words "NOT PURCHASED" in item (1) if the merchandise is shipped otherwise than in pursuance of a purchase or an agreement to purchase. (See preceding paragraph)

Do not include PURCHASED and NOT PURCHASED merchandise in ONE invoice. Use a SEPARATE invoice for each.

2. When the invoice covers "purchased" merchandise delete the words "shipped by." When the invoice covers merchandise "not purchased" delete the words "purchased from or agreed to be purchased from"

3. Enter as item (3) the name of the seller in the case of "purchased" merchandise, or the name of the consignor if the merchandise is "not purchased" In the case of collective shipments, above the words "Seller or Consignor" on the blank may be inserted "Various as shown in attached sheets" The original invoices of the sellers or extracts therefrom shall be attached to the form and must contain the names and addresses of the sellers and an itemized list of the goods purchased from each.

4. Enter as item (4) the date of the acceptance of the order in the case of "purchased" merchandise. If one date is not uniformly applicable to all of the items on the invoice insert the following statement "Various, see below," and set forth in the body of the invoice the different dates in such a manner as to indicate clearly the date of acceptance of each of the respective items. In the case of "not purchased" merchandise, enter as item (4) the name of the person or firm for whose account the merchandise is shipped.

5. Enter as item (5) ONLY the marks and numbers appearing on the outside of the shipping packages.

6. *Manufacturer's or seller's numbers or symbols.*—Enter as item (6) the marks, numbers, or symbols under which the merchandise is sold by the seller or manufacturer to the trade *in the country of exportation.* The mark, number, or symbol of a particular quality or article must always be shown and be identical for all purchasers.

7. *Importer's numbers or symbols.*—Enter as item (7) the quality or article number, if any, that is assigned to the merchandise by the importer.

8 *Quantities*—Enter as item (8) the quantities in the weights and measures of the country or place from which the merchandise is shipped, or in the weights and measures of the United States. The exact contents of each case or package must be separately specified on the invoice and should be reported in such detail as will permit of an expeditious and accurate verification of the invoiced quantities.

Description of goods.—Enter as item (8) a full and correct description of the merchandise. Such description should include the name by which the article is known to the trade in the country of production or exportation, its kind, grade, quality, component parts, and such other characteristics as will enable a ready identification of the merchandise. The description should also contain an accurate statement of the size and dimensions Whenever information in respect of the composition of an article is necessary for its classification (determination of the rate of duty), there shall be shown on the invoice the percentage of each component material and the value of each such component. *It is important to bear in mind that vague and misleading descriptions may result in expensive complications to the importer and delay the passing of the goods through the customs.*

9. *Invoice unit.*—The invoice unit of quantity should be stated as per pound, yard, meter, dozen, gross, kilo, etc.

Purchased merchandise.—(See Instruction 1 above)

Enter as item (9), in the case of merchandise shipped in pursuance of a purchase or an agreement to purchase, the unit purchase price of each item All additions to and every discount from list or other base price which have been allowed or are to be allowed in fixing each purchase price or value should be separately set forth in detail The price should be in the currency of the purchase The currency of payment must also be clearly and separately stated on the invoice If the currency of payment is not the same as the currency of purchase a full and detailed explanation of the transaction should be made. The invoice should also show whether payment is to be at the current free rate of exchange or at an agreed rate of exchange. If payment is to be at a fixed or agreed rate of exchange such rate should be clearly indicated. It should be stated whether the currency of purchase and payment is gold, silver, or paper

Merchandise not purchased.—(See also Instruction 1 above)

The invoice must set forth the present value for each item in the currency in which the transactions are usually made. This value shall be: (*a*) the value for home consumption in the country of exportation; or (*b*) the export value to the United States if higher; or (*c*) in the absence of the foreign value and the export value, the price in such currency that the manufacturer, seller, shipper, or owner would have received or was willing to receive for such merchandise if sold in the ordinary wholesale quantities in the country of exportation; or (*d*) in the absence of all of the foregoing, the invoice value shall be the cost of production. The values to be shown pursuant to (*a*) or (*b*) above should be the price of such merchandise (i. e, identical) or of similar merchandise (i e., made from the same materials, by the same processes, and used for the same purposes) in the quantity most frequently sold. If the merchandise is shipped to a person in the United States by a person other than the manufacturer, otherwise than by purchase, such person shall state on the invoice the time when, the place where, the person from whom such merchandise was purchased, and the price paid therefor in the currency of the purchase, stating whether gold, silver, or paper.

10. Enter as item 10 the extended amount for item 9.

Charges and fees.—The invoice must separately specify *all* charges and fees and set forth as to each such charge or fee, whether or not it is included in the invoiced unit (item 9). If any charge or fee does not apply uniformly to all items on the invoice it should be set forth in such a manner as will clearly indicate the particular items to which each charge or fee is applicable. The charges or fees to be specified should include insurance, commission (specifying "buying" or "selling" commission), all freight charges itemized, packing charges and cost of cases, bales, boxes, and other containers, license fees, royalties, and other similar charges and fees. When the actual amounts of such charges or fees are unknown to the seller or shipper no attempt should be made to estimate or approximate the amounts, but there should be included on the invoice a statement of the charges or fees, by name, followed by the statement that "The actual amount of the charge is not known."

The invoiced amount, in respect of purchased goods, should be a true and complete statement of the total price, including charges, to be remitted or agreed to be remitted, in full payment for the goods covered by the invoice. If, in addition to the invoice total, there are any other amounts which have been paid, or are to be paid, to the seller, shipper, or any other person for any item or service whatsoever incident to the manufacture, production, purchase, or sale of the merchandise, such other amounts must also be reported in the invoice and the nature thereof fully explained.

11. *Current price per unit* —(This column must be filled in when the shipper is the seller of the merchandise.) Enter as item (11) your current selling price or quotation, that is, the price or quotation on or about the date of this exportation (indicate by deleting "Home consumption" or "Export," whichever does not apply) The price to be shown should be the price of such merchandise (i. e., identical) or similar merchandise (i e, made from the same materials, by the same processes, and used for the same purposes) in the quantity most frequently sold. If sold or offered for sale for home consumption in the country of exportation and also for export to the United States, state the higher of the two prices or quotations. If the price stated is the price for home consumption, such price must include all taxes applicable to wholesale transactions. If such or similar merchandise is not freely offered for sale to all purchasers for home consumption or for export to the United States, a statement must be made to that effect.

INFORMATION TO BE SHOWN ON THE BACK OF THE INVOICE FORM

(*a*) Shippers should fill in all blank spaces on the back of the invoice form except those following the words "Invoice No.," "Certified," and "Consular Certificate" (Form 140).

(*b*) The line under "Foreign Service of the United States of America at" should indicate the city where the invoice is certified by the consul, followed by the name of the country. The American spelling of the city and country should be used.

(*c*) After "Date" insert the day, month, and year on which the invoice is made out.

(*d*) After "Seller" or "Consignor" insert the name of the actual seller or sellers, consignor or consignors of the merchandise listed in the invoice, followed by the name of the city and country in which located.

(*e*) After "Purchaser" or "Consignee" insert the name of the actual purchaser or purchasers, consignee or consignees of the merchandise and the address (city and State).

(*f*) After "Carrier" insert the name of the vessel or railroad, if known. If unknown, so state.

(*g*) After "Port of Shipment" insert the name of the place where the merchandise is to be loaded on the steamer or railroad for the final journey to the United States.

(*h*) After "Destination of Goods" insert the final destination (by city and State) in the United States.

(*i*) After "Port of Arrival" insert the place (by city and State) where the merchandise is to be landed (physically entered into the United States)

(*j*) After "Port of Entry" insert the place (by city and State) where the merchandise will be entered through and appraised by the United States customs service Extreme care as to accuracy of the port of entry designated is necessary, as a copy of the invoice is sent to the collector of customs at that port.

(*k*) After "Amount of Invoice" insert the total value of the merchandise invoiced, including all charges.

(*l*) After "Kind of Goods" insert the general class or classes of merchandise involved.

(*m*) The applicable "Declaration" should be filled out in detail and signed After "I" or "We" the name of the person or persons who sign the invoice must be inserted. After "declare that" insert the name of the firm (or person) selling or shipping the goods After "of" insert the name of the place where the firm (or person) is located. After "further declare that" insert any special declaration necessary to the commodity or shipment in question. This may usually be left blank After "port of" again insert the port of entry This must correspond with the port of entry shown in the left-hand column. The date also should correspond with that in the left-hand column.

GENERAL INSTRUCTIONS

Number of copies of invoices required for official purposes.—The invoice must be prepared in triplicate, or, for merchandise destined for a port of entry other than the port of first arrival, in quadruplicate, if desired by the shipper. The consul will, upon request, advise the shipper as to special instances in which further additional copies of invoices are required.

The writing.—The writing may be done by hand with ink, by typewriter, or by any other process producing the same result, but the use of the typewriter is preferred above all others. RED ink must NEVER be used on invoices by shippers.

Invoice to be for single shipment —An invoice shall include only one shipment of merchandise from one consignor to one consignee or firm of consignees, by the same vessel.

Certification of invoices —Every invoice covering merchandise exceeding $100 in value shall, at or before the time of the shipment of the merchandise, or as soon thereafter as the conditions will permit, be produced for certification to the consular officer of the United States:

(1) For the consular district in which the merchandise was manufactured, or purchased, or from which it was to be delivered pursuant to contract;

(2) For the consular district in which the merchandise is assembled and repacked for shipment to the United States, if it has been purchased in different consular districts. (Section 482(*a*), Tariff Act of 1930 (U. S. C., title 19, sec 1482(*a*)))

When merchandise purchased in different consular districts is embraced in a single invoice, the invoice shall have attached thereto the original bills or invoices received by the shipper, or extracts therefrom, showing the actual prices paid or to be paid for such merchandise The consular officer to whom the invoice is so produced for certification may require that any such original bill or invoice be certified by the consular officer for the district in which the merchandise was purchased (Section 481(*c*) of the Tariff Act of 1930 (U S. C, title 19, sec. 1481(*c*)).)

Certification by others than American consul.—When merchandise is to be shipped from a place which is included in the "No consul" list because it is so remote from an American consulate as to render impracticable certification of the invoice by an American consular officer, such invoice may be certified by a consular officer of a nation at the time in amity with the United States, or if there be no such consular officer available such invoice shall be executed before a notary public or other officer having authority to administer oaths and having an official seal. (Section 482(*f*), Tariff Act of 1930 (U. S. C., title 19, sec. 1482(*f*)).)

Special information.—(*a*) The consul will, upon request, advise shippers as to the instances in which special information is required in addition to that prescribed in the invoice form or in which special forms or certificates are to be attached to the invoice as in the case of cotton piece goods, linens oils, earthenware, articles made from cocoa fiber or rattan matting, certain toys, articles containing 10 percent or more by weight of manufactured sugar, works of art, antiques, etc.

(*b*) Whenever it shall be determined by the appraising officers that information as to the cost of production is necessary in the appraisement of certain merchandise, the importer shall be notified by the collector or appraiser and thereafter invoices covering shipments of such merchandise shall contain a verified statement by the manufacturer or producer as to the cost of production, as defined in section 402(*f*) of the Tariff Act of 1930 (U. S. C., title 19, sec. 1402(*f*)).

Additional sheets.—Whenever the space provided on the invoice form is not sufficient for the information required to be set forth therein, the shipper should attach as many additional sheets as may be necessary. Shippers must be careful to see that every extra sheet which they attach to the invoice gives, column by column, the data called for in that portion of the consular invoice for which such extra sheet is substituted. They should be pasted or stapled to the invoice in the space provided at the top of the form in such a manner as not to obscure the headings or any other data.

(This instruction sheet should be retained by the shipper)

U. S. GOVERNMENT PRINTING OFFICE 16—23825

DIRECCION GENERAL DE ADUANAS
REPUBLICA ORIENTAL DEL URUGUAY

FACTURA

Consulat de
Consulado de
Consulado de
Consulate of.....

Expéditeur
Embarcador
Expedidor
Shipper.....

Port d'embarquement
Puerto o lugar de embarque
Embarcadas no porto de
Shipped From the Port of.....

Date de départ
Fecha de salida
A partir
Sailing date.....

Consignataire
Consignatario
Consignatario
Consignee.....

D'ordre, pour compte et aux risques de
De orden, por cuenta y riesgo de
Por orden, por conta e risco de
For Order, Account, and Risk of.....

Marques Marcas Marcas Marks	Numéros Numeración Numeração Numbers	Quantité Cantidad Quantidade Quantity	Emballage Clase de bulto Volume Type of package	Quantité unitaire Cantidad unitaria Quantidade Units Dozens, Liters, Pieces, etc.	

DECLARATION. DECLARAÇÃO.

Nous soussignés, expéditeur des marchandises faisant l'objet de cette facture, scertifions que les renseignements y contenus sont exacts et conformes a la verité, et en particulier, que l'origine des marchandises est bien celle indiquée ci-dessus.
Los infrascritos, embarcadores de las mercancías objeto de esta factura, certificamos ser ciertos y verdaderos los particulares consignados en ella, y, particularmente, que el origen de las mercaderías es como arriba indicado.
Os abaixo firmados, expedidores das mercadorias constantes de esta fatura, certificamos seren exatas e verdadeiras as informações nela consignadas, e, particularmente, que o origen das mercancias é como acina indicada.
The undersigned, shippers of the merchandise described in this invoice certify that the information contained herein is true and correct, and specfically that the origin of the merchandise is as indicated above.

Signature
Firma
Assinatura
Signature.....

Form 24—Printed and Sold by
UNZ & CO., 24 Beaver St., N. Y.
20988

See pages 383 and 384-385 for instructions.

CONSULAR

Lieu et date
Lugar y fecha
Lugar e data
Place and date ..

Navire
Vapor
Vapor
Vessel

Nationalite
Nacionalidad
Nacionalidade
Nationality

Port de débarquement
Puerto de descarga
Porto de descarga
Port of discharge

No d'ordre
Num. de orden
No. de ordem
Serial No.

A....
A....
A....
At.

Honoraires consulaires
Derechos consulares
Emolumentos consulares
Consul Fee

DÉSIGNATION DES MARCHANDISES / DESIGNACION / DISCRIMINAÇÃO / DESCRIPTION	POIDS EN KILOS / PESO EN KILOS / PESO KILOS / WEIGHT IN KILOS			Valeur F O B / Valor F A S / Valor C I F / Value (Biffer désignations inutiles / Táchense indicaciones inutiles / Risquen-se indicações inutes) (Cross out ones not used)	Pays d'origine / País de origen / País de origem / Country or origin
	Brut / Bruto / Bruto / Gross	Légal / Legal / Legal / Legal	Net / Neto / Líquido real / Net		
Totaux / Totales / Totais / Totals					
Frais de transport et autres / Flete y otros gastos / Frete e outras despesas / Expenses—Cartage, Ocean Freight, etc.					
Total général / Total general / Total geral / Total Clf					

CERTIFICACION CONSULAR

CERTIFICO que las mercaderías detalladas en la presente factura han sido embarcadas en el puerto de .....con destino.....inscriptas en el Manifiesto N.°.....F.°.....correspondiente al conocimiento N.°.....

Se examinó la guia o permiso de exportación. (Sí o No).....

.....de..... de 194....

Consulado en.....

No. de orden..... .....

.....
Firma del Cónsul

.....
Espace réservé á la certification consulaire.
Espacio destinado a la certificación consular.
Espaço destinado á certificação consular.
Consular certification to be entered here.

FACTURAS

Decreto de 4

Artículo 1 °—Quedan sin efecto los certificados de origen a que se refiere el artículo 219 del decreto reglamentario de las leyes de organización y arancel consular de 17 de enero de 1917 y el modelo de factura consular formulado por la Dirección General de Aduanas, de acuerdo con lo dispuesto en el artículo 21 del decreto de 18 de enero de 1943 —*Adóptese como formulario sustitutivo de ambos documentos la factura consular cuyo modelo se adjunta*

Art 2 °—Se presentarán a los Agentes Consulares cuatro ejemplares de cada factura, uno de los cuales, por lo menos, tendrá que ser escrito en idioma español o traducido a este idioma por el Agente Consular.

Los gastos de traducción serán de cargo del exportador y se aplicará al efecto el arancel a que se refiere el artículo 223 del Reglamento Consular —Se presentará, además a los Agentes Consulares una copia de las facturas comerciales

Art 3 °—Previo cotejo con las respectivas facturas comerciales, conocimiento de carga y manifiestos, el Agente Consular legalizará los ejemplares redactados en idioma español de las facturas consulares y los remitirá en pliego cerrado y lacrado a la Aduana del puerto de destino por conducto del Capitán del buque, conjuntamente con los conocimientos estampillados y el manifiesto de carga

Art 4 °—Los Agentes Consulares observarán que las facturas consulares que se le presenten para la visación sean fiel reflejo de las respectivas facturas comerciales y que contengan la designación específica de todas las mercaderías, artículos y productos que se embarquen para el Uruguay, con indicación de la cantidad, expresada en unidades, docenas, metros, litros, etc Las mercaderías, artículos y productos, deberán ser declaradas con las denominaciones propias, de acuerdo con la venta realizada por el exportador y la respectiva factura comercial, debiendo indicarse, en todos los casos, el destino, uso o aplicación de las mismas, la materia o materias que entran en su composición y todos los demás datos y características que puedan servir para su identificación.

Art 5 °—Cuando las especificaciones de las facturas consulares no concuerden con las normas establecidas en el artículo anterior, o sean insuficientes o incompletas, el Agente Consular agregará la factura comercial al ejemplar de la factura consular destinada a la Aduana del puerto de destino, dejando en ésta constancia de la agregación y hará las aclaraciones que considere convenientes

Art 6 °—El mismo procedimiento se seguirá, en cuanto sea aplicable, para las operaciones por vía aérea y terrestre —Las facturas consulares para mercaderías que se introduzcan a la República por ferrocarril o por otros medios de transporte terrestre, contendrán la designación de éstos y se legalizarán conjuntamente con los documentos que tratan los artículos 259 y 260 del Reglamento Consular —Rigen para las facturas, en cuanto sean aplicables, las disposiciones del artículo 228 del Reglamento citado y su modificación de 4 de abril de 1919 y los artículos 231 a 238, 242, 259 y 260 del mismo Reglamento

Art 7 °—El segundo ejemplar será entregado al Capitán del buque en la forma determinada por el artículo 224 del Reglamento Consular, el tercero lo enviará en sobre cerrado y lacrado a nombre de la Comisión Honoraria del Contralor de Exportaciones e Importaciones en la forma que determina el decreto de 26 de diciembre de 1935 y el cuarto lo archivará el Consulado

Art 8 °—Cuando se trate de cargamentos procedentes de cualquier puerto o punto terrestre donde no exista autoridad consular de la República, los exportadores o remitentes enviarán a la Aduana del puerto de destino, por intermedio del Capitán del buque una factura comercial que contenga la especificación detallada de las mercaderías, artículos o productos embarcados El Capitán del buque hará entrega de dichas facturas a la Aduana del puerto de destino conjuntamente con las demás documentaciones de la carga —Sin el cumplimiento de este requisito no se podrá despachar la mercadería

Art 10°—No es exigible la factura consular·

a) A los efectos comprendidos en el artículo 2 °, inc 2° de la ley N.° 1962 de 5 de enero de 1888,
b) A los equipajes y vehículos que introduzcan los pasajeros,
c) Al material, armas y municiones de guerra que se adquieran para uso de la fuerza pública y de la policía y a los vestuarios para las mismas,
d) A los documentos públicos, billetes, sellos y demás papeles oficiales;
e) A los libros, impresos y periódicos que lleguen al país por vía postal,
f) A las encomiendas y muestras, cuyo valor comercial en la plaza exportadora no exceda de cien pesos moneda uruguaya o su equivalente en la moneda del país de procedencia — Cuando excedan en su valor del límite establecido, el despacho quedará sujeto a las normas de este Reglamento y no podrá realizarse hasta tanto se subsane la omisión,
g) A las mercaderías procedentes de cualquier puerto o punto terrestre donde no existan autoridades consulares de la República, observándose en este caso, las disposiciones del Art 8 °,
h) A las mercaderías salvadas de navíos naufragados o encallados o a las que lleguen en buques cuyo destino no sea un puerto uruguayo o a las que arriben en los casos previstos en los artículos 98 y 99 del Reglamento de 15 de noviembre de 1926 —En los casos en que lleguen mercaderías, en tránsito o para ser reembarcadas y que luego se destinen a su importación, si no tienen factura consular se recabará por el solicitante de la operación respectiva, autorización del Poder Ejecutivo para suplir aquel documento con el mencionado en el artículo 8 °,

Artículo 11 °—Las falsas o erróneas declaraciones sobre el valor de las mercaderías, en las facturas consulares serán penadas en la forma dispuesta por el artículo 2 ° del Decreto-Ley N.° 10 257, pero los despachantes o importadores podrán solicitar la corrección de las mismas, hasta el momento de la designación de verificador — En los casos de solicitud de corrección, serán aplicables las disposiciones de los Arts 32 a 39 del decreto de 18 de enero de 1943

Art. 12 °—La Dirección General de Aduanas, imprimirá dos mil ejemplares del precitado formulario, los que serán distribuídos como modelo, por el Ministerio de Relaciones Exteriores entre los Cónsules Generales de la República, para ser enviados a los Agentes Consulares de sus respectivas jurisdicciones —Las Agencias Consulares, proporcionaran gratuitamente esos modelos a las personas que los soliciten, a fin de que los puedan mandar imprimir por su cuenta, conservando fielmente el formato y el texto, o bien, podran hacerlos imprimir a su costo y facilitarlos a los interesados mediante una pequeña compensación destinada a pagar esos gastos

Art. 14.°—Por la refrendación de la nueva factura consular, los Agentes Consulares de la República percibirán la tasa consular correspondiente al N.° 41 del Arancel Consular ($ 5 00).

CONSULARES

de Agosto de 1944

Article 1 —The certificates of origin mentioned in article 219 of the decree of regulations relative to the organizing laws and in the consular tariff of 17th January 1917, and the consular invoice form drafted by the General Board of Customs, as provided in article 21 of the Decree of 18th January 1943, are hereby abolished

The enclosed model of consular invoice is adopted as the substitute for both documents

Article 2 —Four copies of each invoice shall be presented to the Consular Agent, and one of these copies, at least, shall be written in the Spanish language or translated into the said language by the Consular Agent The translation fee shall be defrayed by the exporter, subject to the tariff referred to in article 223 of the Consular Regulations. Furthermore, a copy of the commercial invoices shall be presented to Consular Agents

Article 3 —After checking them with the respective commercial invoices, bills of lading and manifests, the Consular Agent shall legalize the copies of the consular invoices written in the Spanish language and forward them under sealed cover to the Customs at the port of destination, in care of the Captain of the ship, together with the stamped bills of lading and cargo manifest

Article 4 —Consular Agents shall see that consular invoices presented for legalization are a true copy of the respective commercial invoices and that they contain a specific description of all the goods, articles and products which are shipped to Uruguay, stating the quantity in units, dozens, metres, litres, etc The goods, articles and products shall be declared with their proper denominations, in accordance with the sale effected by the exporter and the respective commercial invoice, and the destination, use or application of the merchandise, the material or materials entering into its composition and all other data that may assist in its identification, shall be shown in every case

Article 5 - When the specifications in the consular invoice do not conform to the procedure established in the preceding article, or are insufficient or incomplete, the Consular Agent shall attach the commercial invoice to the copy of the consular invoice intended for the Customs at the port of destination, making a note to that effect on the latter document and adding the remarks he may deem to be expedient

Article 6 —The same procedure shall be followed, in so far as it may be applicable in the case of consignments by air or overland.

Consular invoices for goods entering the Republic by railway or by other means of land transport, shall describe this, and shall be legalized together with the documents mentioned in articles 259 and of the Consular Regulations.

In so far as they may be applicable, the provisions of article 228 of the aforesaid Regulations, its modification of the 4th April 1919 and of Articles 234 to 238, 241, 259 and 260, of the same Regulations, are in force for invoices.

Article 7 - The second copy shall be delivered to the Captain of the ship as provided by article 224 of the Consular Regulations, the third copy shall be forwarded under sealed cover addressed to the Honorary Commission of Control of Exports and Imports in the manner directed by the decree of the 26th December 1935 the fourth copy shall be filed at the Consulate

Article 8 —In the event of cargoes proceeding from a port of inland place where there is no consular representative of the Republic, the Exporters or Shippers shall forward to the Customs at the port of destination, through the intermediary of the ship's Captain, a commercial invoice containing the detailed specification of the merchandise, articles or products shipped.

The Captain shall deliver the said invoice to the Customs at the port of destination together with the other documents relating to the cargo.

The goods cannot be cleared without this requirement.

Article 10 —The consular invoice is not demandable for:

a) Purposes comprised in article 2, clause 2 of law No 1962 of the 5th January, 1888;
b) Luggage and vehicles brought by passengers,
c) War material, arms and ammunition for the use of the public forces and police, and their uniforms
d) Public documents, bills, stamps and other official papers,
e) Books, printed matter and newspapers sent by post,
f) Parcels by post and samples, the commercial value of which, at place of export does not exceed one hundred pesos Uruguayan currency or its equivalent in the currency of the country whence they are exported When the value exceeds the established limit, the clearance shall be subject to the provisions of the Regulations, and cannot be carried through until the matter is adjusted,
g) Goods from any port or inland place where there is no Uruguayan Consular Official, in which case the provisions of article 8 shall apply,
h) Goods salvaged from ships sunk or stranded, or arriving in ships where destination is not a Uruguayan port, or which arrive under conditions provided for in articles 98 and 99 of the Regulations of the 15th November 1926 In those cases when goods which have arrived in transit or for re-shipment are diverted subsequently to local importation, and a consular invoice is not forthcoming, the party interested in the operation shall apply to Executive Power for authority to substitute for that document, the one mentioned in article 8

Article 11 —False or erroneous declarations of the values of the goods on the Consular invoices shall be punished as provided by article 2 of the enactment—by—decree number 10257, but the clearing agents or importers may ask leave to correct the errors up to the time of the appointment of the Verifier In connection with cases of application for corrections, the provisions of articles 32 to 39 of the decree of the 18th January 1943, shall apply.

Article 12 —The General Board of Customs shall print two thousand copies of the form under notice, and these shall be forwarded, as a model, by the Ministry of Foreign Affairs to the Consulates General of the Republic, for the purpose of distribution among the Consular Agents of their respective jurisdictions

Consular Agencies shall furnish these models free of charge to applicants in order that they may print for their own account, following strictly form and text, or the above named may have them printed at their cost, and supply them to interested parties for a small charge to cover expenses.

Article 14 —For the visa of the new consular invoice, Consular Agents shall charge the consular fee corresponding to No. 41 of the Consular Tariff of ($ 5 00).

Form 76—Printed and Sold by UNZ & CO. 24 Beaver St., New York 20988

Aurust 4, 19

San Francisco Export Company,
San Francisco,
California

Subject: Banco Anglo-Costarricense, San Jose, Costa Rica, Irrevocable Credit No. 1234 - Our Reference No. IN-4321.

Gentlemen:

Confirming our telephonic conversation, we have received a cablegram from the BANCO ANGLO-COSTARRICENSE, San Jose, requesting us to advise you that they have established their Irrevocable Credit No.1234 in your favor, for account of the SPANISH EXPORT COMPANY, San Jose, for the sum of NINE THOUSAND U. S. DOLLARS ($9,000.00) available by drafts at SIGHT on the Bank of America NT&SA, San Francisco, to be accompanied by:

Commercial Invoice in quintuplicate, written in Spanish, all duly signed and containing a sworn declaration by the sellers that the prices mentioned therein are exact and true.

Insurance Certificate including war risks.

Full set of clean on board ocean bills of lading, to order of Banco Anglo-Costarricense, evidencing shipment of:

TEN THOUSAND (10,000) six-ply sacks SANTA CLARA PORTLAND CEMENT, at $0.90 per sack, c.i.f. Puntarenas. Partial shipments are permitted.

Drafts drawn under this credit must be marked: "DRAWN UNDER BANCO ANGLO-COSTARRICENSE, SAN JOSE, IRREVOCABLE CREDIT NO. 1234/IN-4321 DATED AUGUST 3, 1944".

The Banco Anglo-Costarricense engages with you that drafts drawn under and in accordance with the terms of this credit shall be duly honored on presentation, if accompanied by documents as specified. This credit expires October 3, 1944. This is merely an advice of an irrevocable credit established by the above bank and conveys no engagement on our part, but is solely for your guidance in preparing and presenting drafts and documents.

This credit, having been opened by cable, it is subject to correction, if necessary, upon receipt of the relative mail confirmation.

Yours very truly,

W. L. Guthrie,
Assistant Manager.

See pages 396 and 404 for discussion.

Commercial Letter of Credit Agreement

TO THE BANK OF AMERICA
NATIONAL TRUST AND SAVINGS ASSOCIATION

In consideration of your opening, at our request, your Commercial Letter of Credit No 12345 (herein called "The Credit"), the terms of which appear on the reverse side hereof and are hereby approved by us, we hereby agree as follows

1 As to drafts or acceptances under or purporting to be under the Credit, which are payable in United States currency, we agree (a) in the case of each sight draft, to reimburse you at your office, on demand, in lawful money of the United States of America, the amount paid on such drafts, or, if so demanded by you, to pay to you at your office in advance in lawful money of the United States of America the amount required to pay such draft, and (b) in the case of each acceptance, to pay to you at your office, in lawful money of the United States of America, the amount thereof, on demand but in any event not later than one business day prior to maturity, or, in case the acceptance is not payable at your San Francisco office, then on demand but in any event in time to reach the place of payment in the course of the mails not later than one business day prior to maturity

2 As to drafts or acceptances under or purporting to be under the Credit which are payable in currency other than United States currency, we agree: (a) in the case of each sight draft, to reimburse you, at your office, on demand, the equivalent of the amount paid, in lawful money of the United States of America, at your selling rate of exchange for cable transfers to the place of payment in the currency in which such draft is drawn, together with interest from date of payment abroad, and (b) in the case of each acceptance, to pay you at your San Francisco Office, on demand the equivalent of the acceptance in the lawful money of the United States of America at your selling rate of exchange for demand drafts on the place of payment, if payment is made by us in time to reach the place of payment in the course of the mails not later than one business day prior to maturity or at your selling rate for cable transfers at time of transmission to the place of payment in the currency in which the acceptance is payable, if payment is made one day prior to maturity.

3 We also agree to pay you, on demand, a commission at the rate of 1/8 % per cent (%), on such part of the Credit as may be used, and, in any event, a minimum commission of $5.00 per cent, of the amount of the Credit, and all charges and expenses paid or incurred by you in connection therewith, and interest when chargeable

4 We hereby recognize and admit your ownership in and unqualified right to the possession and disposal of all property shipped under or pursuant to or in connection with the Credit or in any way relative thereto or to the drafts drawn thereunder, whether or not released to us on trust or bailee receipt, and also in and to all shipping documents, warehouse receipts, policies or certificates of insurance and other documents accompanying or relative to drafts drawn under the credit, and in and to the proceeds of each and all of the foregoing, until such time as all the obligations and liabilities of us or any of us to you at any time existing under or with reference to the Credit or this agreement, or any other credit or any other obligation or liability to you have been fully paid and discharged, all as security for such obligations and liabilities, and that all or any of such property and documents and the proceeds of any thereof, coming into the possession of you or any of your correspondents, may be held and disposed of by you as hereinafter provided and the receipt by you, or any of your correspondents, at any time of other security, of whatsoever nature, including cash, shall not be deemed a waiver of any of your rights or powers herein recognized.

5 Except in so far as instructions have been heretofore given by us in writing expressly to the contrary, we agree that you and any of your correspondents may receive and accept as Bills of lading under the Credit, any documents issued or purporting to be issued by or on behalf of any carrier which acknowledges receipt of property for transportation, whatever the specific provisions of such documents, and that the date of each such document shall be deemed the date of shipment of the property mentioned therein, and that you may receive and accept as documents of insurance either insurance policies or insurance certificates

6 Except in so far as instructions have been heretofore given by us in writing expressly to the contrary, we agree that part shipments may be made under the Credit and you may honor the relative drafts and that if the Credit specifies shipments in instalments within stated periods, and the shipper fails to ship in any designated period, shipments of subsequent instalments may nevertheless be made in their respective designated periods and you may honor the relative drafts

7 We agree that in the event of any extension of the maturity or time for presentation of drafts, acceptances or documents, or any other modification of the terms of the Credit, at the request of any of us, with or without notification to the others, or in the event of any increase in the amount of the Credit at our request, this agreement shall be binding upon us with regard to the Credit so increased or otherwise modified, to drafts, documents and property covered thereby, and to any action taken by you or any of your correspondents in accordance with such extension, increase or other modification

8 The users of the Credit shall be deemed our agents and we assume all risks of their acts or omissions Neither you nor your correspondents shall be responsible, for the existence character, quality, quantity, condition, packing, value, or delivery of the property purporting to be represented by documents, for any difference in character, quality quantity, condition, or value of the property from that expressed in documents for the validity sufficiency, or genuineness of documents, even if such documents should in fact prove to be in any or all respects invalid insufficient, fraudulent or forged, or for the time, place, manner or order in which shipment is made, for partial or incomplete shipment, or failure or omission to ship any or all of the property referred to in the Credit for the character adequacy, validity, or genuineness of any insurance, for the solvency or responsibility of any insurer or for any other risk connected with insurance, for any deviation from instructions, delay default or fraud by the shipper or anyone else in connection with the property or the shipping thereof, for the solvency, responsibility or relationship to the property of any party issuing any documents in connection with the property, for delay in arrival or failure to arrive of either the property or any of the documents relating thereto for delay in giving or failure to give notice of arrival or any other reason, for any breach of contract between the shippers or venders and ourselves or any of us, for failure of any draft to bear any reference or adequate reference to the Credit, or failure of documents to accompany any draft at negotiation, or failure of any person to note the amount of any draft on the reverse of the Credit or to surrender or take up the Credit or to send forward documents apart from drafts as required by the terms of the Credit, each of which provisions if contained in the Credit itself, it is agreed may be waived by you, or for errors, omissions interruptions or delays in transmission or delivery of any messages, by mail, cable, telegraph wireless or otherwise, whether or not they be in cipher, nor shall you be responsible for any error, neglect, or default of any of your correspondents, and none of the above shall affect, impair, or prevent the vesting of any of your rights or powers hereunder In furtherance and extension and not in limitation of the specific provisions hereinbefore set forth, we agree that any action taken by you or by any correspondent of yours under or in connection with the Credit or the relative drafts, documents or property if taken in good faith, shall be binding on us and shall not put you or your correspondent under any resulting liability to us, and we make like agreement as to any inaction or omission, unless in breach of good faith

9 We agree to procure promptly any necessary import and export or other licenses for the import or export or shipping of the property and to comply with all foreign and domestic governmental regulations in regard to the shipment of the property or the financing thereof, and to furnish such certificates on that respect as you may at any time require, and to keep the property adequately covered by insurance satisfactory to you, in companies satisfactory to you, and to assign the policies or certificates of insurance to you or to make the loss or adjustment, if any, payable to you at your option, and to furnish you if demanded with evidence of acceptance by the insurers of such assignment

10 Each of us agrees at any time and from time to time, on demand to deliver, convey transfer, or assign to you as security for any and all of his and/or our obligations and liabilities hereunder, and also for any and all other obligations and liabilities absolute or contingent, due or to become due, which are now or may at any time hereafter be owing by him or us to you, additional security of a value and character satisfactory to you, or to make such payment as you may require Each of us agrees that all property belonging to him or us, or in which he or we may have an interest, of every name and nature whatsoever, now or at any time hereafter delivered, conveyed transferred assigned or paid to you or coming into your possession or into the possession of anyone for you in any manner whatsoever, whether expressly as security for any of the obligations or liabilities by him or us to you or for safe keeping or otherwise, including any items received for collection or for transmission and the proceeds thereof whether or not such property is in whole or in part released to us on trust or bailee receipt are hereby made security for each and all such obligations and liabilities Each of us agrees that upon his or our failure at all times to keep a margin of security with you satisfactory to you, or upon the making by him or us of any assignments for the benefit of creditors or upon the filing of any voluntary or involuntary petition in bankruptcy by or against him or us or upon the application for the appointment of a receiver of any of his or our property, or upon any act of bankruptcy or state of insolvency of him or us all of such obligations and liabilities shall become and be immediately due and payable without demand or notice notwithstanding any credit or time allowed to him or us, or any instrument evidencing any such obligations or liabilities or otherwise and each of us as to property in which he may have any interest, and all of us as to property in which we may have any interest expressly authorize you in any such event, or upon his or our failure to pay any of such obligations or liabilities when it or they shall become or be made due to sell immediately without demand for payment, without advertisement and without notice to us or any of us and without having property present at said sale all of which are hereby expressly waived any and all such property, arrived or to arrive, at private sale or at public auction or at brokers' board or otherwise, at your option, in such parcel or parcels and at such time or times and at such place or places and for such price or prices and upon such terms and conditions as you may deem proper, and to apply the net proceeds of such sale or sales together with any balance of deposits and any credit by or due from you to him or us in general account or otherwise to the payment of any and all of his and/or our obligations or liabilities to you however arising If any such sale be at brokers board or at public auction you may your self be a purchaser at such sale, free from any right of redemption, which we and each of us hereby expressly waive and release

11 You shall not be deemed to have waived any of your rights hereunder, unless you or your authorized agent shall have signed such waiver in writing No such waiver, unless expressly as stated therein, shall be effective as to any transaction which occurs subsequent to the date of such waiver, nor as to any continuance of a breach after such waiver

12 The word 'property' as used in this agreement includes goods, merchandise, securities, funds, choses in action, and any and all other forms of property, whether real, personal or mixed and any right of interest therein

13 If this agreement is signed by one individual, the terms we," "our, 'us," shall be read throughout as "I," "my," "me,' as the case may be If this agreement is signed by two or more parties, it shall be the joint and several agreement of such parties

Dated March 22, 19

At San Francisco

Very truly yours, BROWN AND SMITH INC.

BY A. B. Smith, Treasurer

See page 405 for discussion.

AIRMAIL

August 14, 19

Banco Hispano Americano,
Barcelona, Spain

Subject: Our Irrevocable Letter of Credit No. 1234b

Gentlemen:

We confirm our cablegram of today, wherein we requested you to advise the SPANISH EXPORT COMPANY, Reus, Spain that we have established our Irrevocable Credit No. 12345 in their favor, for account of the SAN FRANCISCO IMPORTING COMPANY, San Francisco, for the sum of TEN THOUSAND SEVEN HUNDRED TWENTY FIVE U. S. DOLLARS ($10,725.00), available by drafts at SIGHT on the Bank of America N.T&SA, San Francisco, to be accompanied by the following documents in duplicate at least.

Commercial Invoice evidencing 2-1/2% discount, covering TEN THOUSAND (10,000) kilos prime TARRAGONA, SHELLED FILBERTS, Crop 1942 in bags marked "Produce of Spain" at $1.10.00, less 2-1/2% discount, per kilos, C. &F. U.S.A. Atlantic or Gulf Port.

Other documents required:

Consular Invoice
Full set of clean on board Bills of Lading, to order of shipper, blank endorsed, marked freight prepaid, also marked "Notify SAN FRANCISCO IMPORTING COMPANY, San Francisco", evidencing single shipment, by direct Portuguese or Spanish steamer, during the month of August, 1943.

Shipment from Lisbon, Portugal to any U.S.A. Atlantic or Gulf Ports. Insurance to be effected by the buyers. Part shipments are not allowed.

This credit is covered by U. S. Treasury License SF-67890.

Drafts drawn under this credit must be marked: "Drawn under Bank of America N.T.& S.A., San Francisco, Irrevocable Credit No. 12345 dated August 14, 19 ".

We hereby engage with drawers, endorsers and bona fide holders of drafts drawn under and in compliance with the terms of this credit, that same shall be duly honored on presentation, if accompanied by documents as specified. This credit expires September 10, 19 .

Yours very truly,

W. L. Guthrie,
Assistant Manager.

See page 406 for discussion.

CABLE ADDRESS "MASSNAT BOSTON"

CREDIT No.....

THE FIRST NATIONAL BANK OF BOSTON

BOSTON 6, MASSACHUSETTS, U. S. A.

.....

.....

.....

DEAR SIRS:—

WE CONFIRM OUR CABLE OF TODAY REQUESTING YOU TO ADVISE BY WIRE

.....

.....

THAT WE HAVE AUTHORIZED THEIR DRAFTS UPON

.....

.....

AT.. ..... SIGHT FOR ANY SUM OR SUMS NOT EXCEEDING IN TOTAL

.....

FOR ACCOUNT OF .....

FOR..... INVOICE COST OF.....

.....

.....

TO BE SHIPPED FROM ..... TO.....

INSURANCE TO BE EFFECTED BY.....

DRAFTS WHEN PRESENTED FOR NEGOTIATION MUST BE ACCOMPANIED BY:

INVOICES IN DUPLICATE

CONSULAR INVOICES IN DUPLICATE

INSURANCE POLICIES OR CERTIFICATES IN DUPLICATE COVERING NOT LESS THAN INVOICE COST (THESE DOCUMENTS ARE REQUIRED ONLY IF INSURANCE IS TO BE EFFECTED BY SHIPPER)

A FULL SET (NOT LESS THAN 2|2) OF CLEAN..... STEAMSHIP OR MOTORSHIP BILLS OF LADING, MADE TO THE ORDER OF.....

.....

THE ORIGINALS OF THE DOCUMENTS REQUIRED HEREIN, INCLUDING ONE NEGOTIABLE COPY OF THE BILLS OF LADING, MUST BE SENT BY NEGOTIATING BANKERS DIRECT TO.....

.....

.....

BY FIRST MAIL AND A SIGNED STATEMENT OF SUCH NEGOTIATING BANKERS ENUMERATING THE DOCUMENTS THAT HAVE BEEN SO SENT MUST BE ATTACHED TO THE DRAFTS, TOGETHER WITH ALL REMAINING DOCUMENTS.

BILLS OF LADING MUST BE DATED ON OR BEFORE..... AND DRAFTS MUST BE DRAWN ON OR BEFORE..... EACH DRAFT MUST BEAR UPON ITS FACE THE CLAUSE "DRAWN UNDER CREDIT NO .... DATED..... OF THE FIRST NATIONAL BANK OF BOSTON, BOSTON, MASSACHUSETTS."

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS, AND BONA FIDE HOLDERS OF BILLS DRAWN AND NEGOTIATED IN COMPLIANCE WITH THE TERMS OF THIS CREDIT THAT SAID BILLS WILL BE DULY HONORED ON PRESENTATION AT THE COUNTER OF THE ABOVE MENTIONED DRAWEE BANK.

THIS CREDIT IS IRREVOCABLE.

VERY TRULY YOURS

THE FIRST NATIONAL BANK OF BOSTON

....

VICE-PRESIDENT
MANAGER FOREIGN DIVISION

....

MANAGER FOREIGN DIVISION
ASSISTANT MANAGER FOREIGN DIVISION

D-106A

See page 406 for discussion.

FORM G-A

THE NATIONAL CITY BANK OF NEW YORK

55 WALL STREET

CORRESPONDENT'S IRREVOCABLE STRAIGHT CREDIT NEW YORK

ALL DRAFTS DRAWN MUST BE MARKED:
DRAWN AS PER ADVICE COM.

DEAR SIRS:
WE ARE INSTRUCTED BY

TO ADVISE YOU THAT THEY HAVE OPENED THEIR IRREVOCABLE CREDIT IN YOUR FAVOR FOR ACCOUNT OF

UNDER THEIR CREDIT NO FOR A SUM OR SUMS NOT EXCEEDING A TOTAL OF

AVAILABLE BY YOUR DRAFTS ON US AT

TO BE ACCOMPANIED BY

SPECIMEN

EVIDENCING SHIPMENT OF

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS ADVICE IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR COMMERCIAL DOCUMENTARY CREDITS" (FIXED BY THE SEVENTH CONGRESS OF THE INTERNATIONAL CHAMBER OF COMMERCE) AND TO THE RELATIVE GUIDING PROVISIONS, ALL AS ADOPTED BY CERTAIN BANKS AND OTHER CONCERNS IN THE U. S. OF A.

THE ABOVE MENTIONED CORRESPONDENT ENGAGES WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED ON DELIVERY OF DOCUMENTS AS SPECIFIED IF PRESENTED AT THIS OFFICE ON OR BEFORE

THIS LETTER IS SOLELY AN ADVICE OF CREDIT OPENED BY THE ABOVE MENTIONED CORRESPONDENT AND CONVEYS NO ENGAGEMENT BY US.

YOURS VERY TRULY,

THE NATIONAL CITY BANK OF NEW YORK

COM 810 4 PARTS REV SEPT 1938
8 C

See page 406 for discussion.

THE NATIONAL CITY BANK OF NEW YORK

TRAVELERS LETTER OF CREDIT DEPARTMENT

55 WALL STREET

CABLE ADDRESS "CITIBANK"

NEW YORK, N. Y., January 1, 19

IN REPLYING PLEASE QUOTE INITIALS L/C AND MENTION OUR CREDIT NUMBER INDICATED BELOW.

The Peoples National Bank
Peoplestown

GENTLEMEN.

AT THE REQUEST OF Mrs. John Roe
New York City

WE HAVE ESTABLISHED OUR CLEAN revocable CREDIT, PURSUANT TO WHICH KINDLY PROVIDE THE BENEFICIARY(IES) WITH FUNDS THEREUNDER IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH BELOW:

THIS CREDIT IS AVAILABLE AT YOUR OFFICE ONLY

OUR NUMBER ——CK	12345
IN FAVOR OF ——	Mr. Stanly Doe
ADDRESS ——	Peoples Hotel, Peoplestown. We are advising the beneficiary.
IDENTIFICATION ——	Strict
AMOUNT ——	$1200.- (One Thousand Two Hundred Dollars)
AVAILABLE ——	$100.- (One Hundred Dollars per calendar month, accumulative.
PAYABLE ——	AGAINST THE BENEFICIARY'S(IES') { [X] SIGHT DRAFT(S) ON US IN U. S DOLLARS; [ ] RECEIPT(S) IN U. S. DOLLARS
	ON EACH OF WHICH OUR ABOVE-MENTIONED CREDIT NUMBER SHOULD BE INDICATED.
EFFECTIVE ——	January 1, 19
TO EXPIRE AT THE CLOSE OF BUSINESS —	December 31, 19
BY ORDER OF ——	Mr. Richard Roe

IN REIMBURSEMENT OF EACH PAYMENT EFFECTED

- [X] FORWARD THE RELATIVE SIGHT DRAFT TO US FOR PAYMENT. WE ENGAGE THAT EACH DRAFT DRAWN IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED UPON PRESENTATION.
- [ ] WE WILL CREDIT YOUR ACCOUNT WITH US VALUE DATE OF ARRIVAL OF YOUR ADVICE OF PAYMENT WITH THE RELATIVE RECEIPT ATTACHED.
- [ ] DEBIT OUR ACCOUNT WITH UNDER ADVICE AND FORWARD THE RELATIVE RECEIPT TO US.
- [ ]

REMARKS

GENERAL INSTRUCTIONS: THE BENEFICIARY(IES) IS (ARE) ENTITLED TO RECEIVE PAYMENT HEREUNDER IN YOUR LOCAL CURRENCY ONLY, AND ANY AND ALL CHARGES (INCLUDING STAMP CHARGES) ARE TO BE COVERED IN YOUR RATE OF CONVERSION OR PAID BY THE BENEFICIARY(IES).

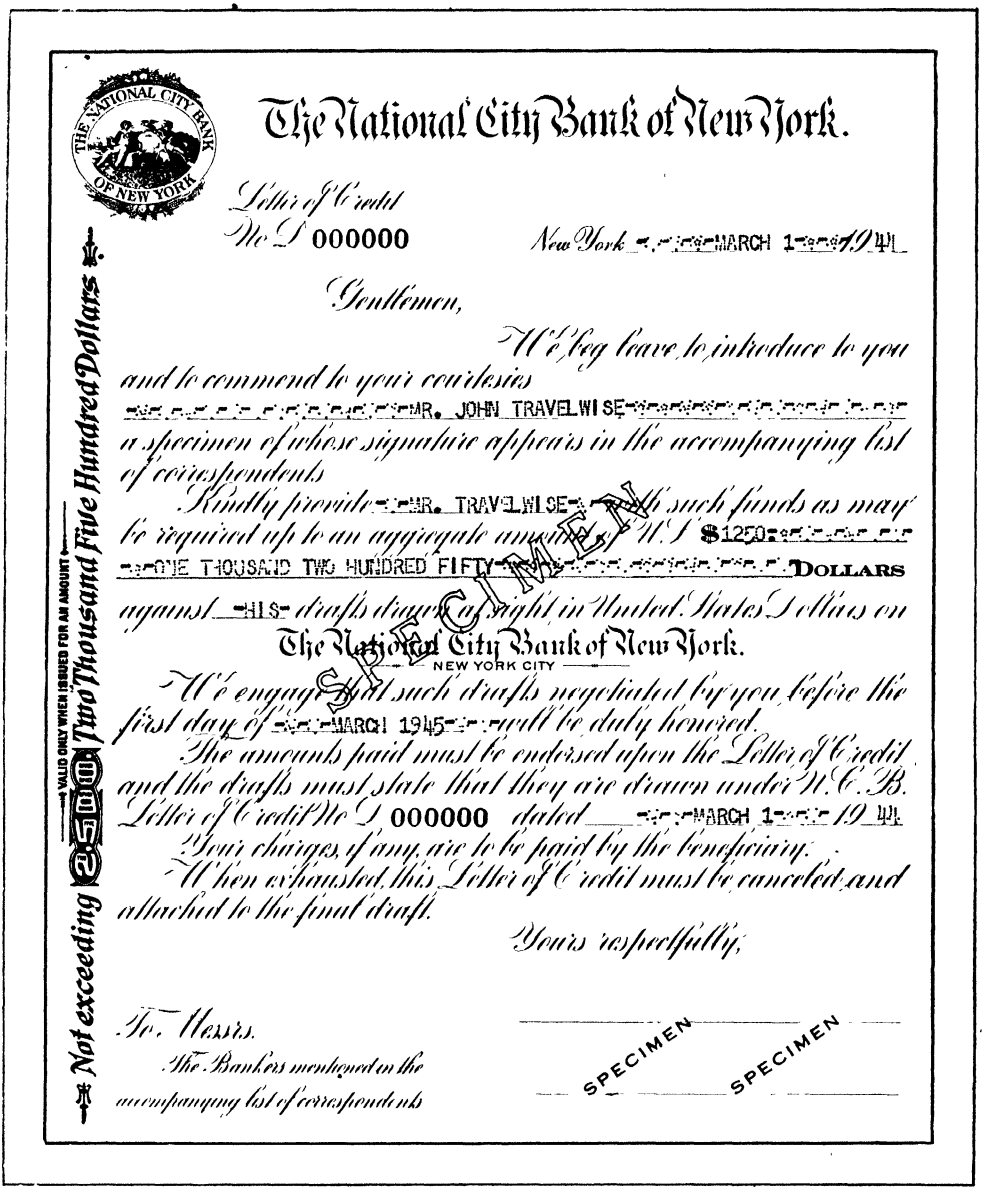
[ ] PLEASE HAVE THE BENEFICIARY(IES) SIGN THE ENCLOSED SIGNATURE STUBS AND RETURN THEM TO US.

KINDLY ACKNOWLEDGE THE RECEIPT OF THIS LETTER TO US.

YOURS VERY TRULY,

THE NATIONAL CITY BANK OF NEW YORK

See page 406 for discussion.



The National City Bank of New York.

Letter of Credit
No. L 000000 New York MARCH 1 1941

Gentlemen,

We beg leave to introduce to you and to commend to your courtesies
MR. JOHN TRAVELWISE
a specimen of whose signature appears in the accompanying list of correspondents

Kindly provide MR. TRAVELWISE with such funds as may be required up to an aggregate amount of U. S. $1250
ONE THOUSAND TWO HUNDRED FIFTY DOLLARS
against HIS drafts drawn at sight in United States Dollars on

The National City Bank of New York.
NEW YORK CITY

We engage that such drafts negotiated by you before the first day of MARCH 1945 will be duly honored.

The amounts paid must be endorsed upon the Letter of Credit and the drafts must state that they are drawn under N. C. B. Letter of Credit No. L 000000 dated MARCH 1 1941

Your charges, if any, are to be paid by the beneficiary.

When exhausted this Letter of Credit must be canceled and attached to the final draft.

Yours respectfully,

To Messrs.
The Bankers mentioned in the accompanying list of correspondents

SPECIMEN SPECIMEN

Not exceeding Two Thousand Five Hundred Dollars

VALID ONLY WHEN ISSUED FOR AN AMOUNT

SPECIMEN

See pages 407–408 for discussion.

Customs Form 1440
TREASURY DEPARTMENT
[illegible] C. R., 1943
April 1943

LIST OF PASSENGERS

UNITED STATES CUSTOMS SERVICE

I, ..., *Master of the* ....., *do solemnly, sincerely, and truly swear* ..... *that the following List or Manifest, subscribed by me, and now delivered by me to the Collector of Customs of the Port of* ....., *is a full and perfect list of all the passengers taken on board the said vessel at* ....., *from which port said vessel has now arrived; and that on said list is truly designated the name of each passenger, age (if a child of 8 years or under), sex, married or single, whether a cabin or steerage passenger and, if other than cabin, location of compartment or space occupied during the voyage, whether a citizen of the United States, number and description of the pieces of baggage, and the name, age, and cause of death of each deceased passenger.*

Subscribed and sworn to before me this .....
day of ..... *19*.....

..... *Acting Deputy Collector.*

..... *Master.*

No	NAMES	AGE OF CHILD, IF 8 YEARS OR UNDER		SEX	MARRIED OR SINGLE	CABIN OR STEERAGE (If other than cabin, the compartment or space occupied, specifying the deck and whether forward, amidship, or aft)	WHETHER CITIZEN OF THE UNITED STATES	NUMBER AND DESCRIPTION OF PIECES OF BAGGAGE (SPECIFY WHETHER TRUNKS, HANDBAGS, BOXES, ETC)	DATE AND CAUSE OF DEATH
		Yrs.	Mths						

See pages 412 and 468 for discussion.

1 No. in Book / Official No / Code Letters	2 Steamer's Name / Late Name of any / Special Surveys	3 Material, Rig, &c / No. of Decks, &c	4 Register Tonnage: Under deck / — / Net.	5 Particulars of Classification: Gross. / Character (for Special Survey / Date of last Survey)	6 Port or Country where built	7 Date when built / Date when last classed	8 Built: When	9 By Whom — Where	10 Owners.	11 Register Dimensions Deck Erections, &c: Length	Breadth	Depth	12 Port of Registry / Flag	13 Engines. No. & Dia. of Cylinders—Stroke / Boiler Pressure / HP.=Horse power by Society's formula / HP. power by Ship's Register / Particulars of Boilers & Furnaces / Engine Makers : Name	14 Moulded Depth / Freeboard amidships	15 Remarks: Classed at Lloyd's Register / Built under Special Survey / Passenger Certificate
70930	**Agnes Duncan**		251 / 111 / 146	+100A1 Cff / 4,34 / LMC4,31		cl. 3,33	1912 / 7mo	R Duncan & Co Ltd Port Glasgow	Sovtorgflot	306 0 | 43 2 | 20 1 / P71 F18			Russian / Cem	T 8Cy 22", 36½" x 30" - 24" (a) / 180lb / 263 NHP / 2SB 8cf os 18, hs 4428 / 3 G Kincaid & Co Ltd Grk / 185 715 / FPT 800 / APT 74t	22 0 7 / 8 3 - 8½ / 19 - 1	
		ssCff No 1-1,2 / ssCff No 2-34 / 1 Dk (Stl)							*2 Intermediate Bl Holds in main hold dispensed with* / WB - Cell D				SH only / Bk 8, 1 B 52			
70931	**Agnete**		1458 / 1140 / 855				1921	Helsingors Jernsk & Mskb Helsingor	Dmpskaeslsk Torm (A Schmergelow & A Kampen, Mgrs.)	249 5 | 38 1 | 15 0 / P17 Q76 B96 F34			Svendborg / Danish / WB	T 8Cy 18", 30" x 30"-36" / 140 NHP / Helsingor Jernsk & Mskb		G *
OXZJ		1 Dk														
70932	**Agnete Mærsk** (ex Aabenraa)		2088 / 1324 / 1305	+100A1 Abg / 9,33 / LMC / MS7,30	s / BS7,33	cl. 4,32	1921 / 11mo / Lloyd	Yarrow & Co Ltd Glasgow	D/S A/Saf 1912 (A P Moller Copenhagen, Mgrs.) / Cell D Bk 86 b u	286 0 | 43 4 | 18 7 / P27 B166 F31 / Bk 10 / F18 F124 Sh 5 & F P T			Aalborg / Danish / dBHCem / APT 78t	T 13Cy 20½", 34" x 34" - 36" (a) / 180lb / 400 NHP / 2SB 8cf os 102, hs 3432 / Yarrow & Co Ltd Glasgow	21 0 / 8 2 - 11 / 19 - 4	
OXWR		1 Dk (Stl)														
70933	**Agnita**	Oil'ng	3561 / 3057 / 1977	+100A1 Amb / 2,31 / LMC3,31	u	cl.	1931 / 9mo	Hawthorn, Leslie & Co Ltd Newcastle	Petroleum Masts Lda Corona	307 4 50 5 | 26 3 / 1942 D27 I 7 / Bk 10			The Hague / Dutch / dBHCem / APT 75t	Oil Engines 4 SC SA / 8Cy 24½ - 44½ / 176 NHP / 10 BHJpf Cem / 1915 / 10th / 1PT 22t	28 0 6 / 8 4 - 6½ / 25 - 11½	
PCFL	Mchy Aft	1 Dk (Stl) and dk (Stl) in way of mchy space & Web frames		*Carrying Petroleum in Fitted with cylindrical of Sulphuric*		*built tanks*	*Lloyd for the carriage*		*Cell D Bk 84 b*	*2 DT 720 1230 PPT*			*Werkspoor Amsterdam*		
70934	**Agra**	Twin Sc	4569 / 4048 / 2605	+100A1 Got / 9,31 / LMC / DBS3,31	z	cl. 3,31	1925 / 6mo / Lloyd	A B Gota verken Gothenburg	Aktieb Svenska Ostasiatiska Komp (G Borin, Mgrs.)	391 7 | 52 6 | 25 0 / P K / Cell D			Gothenburg / Swedish / DBHJpf Cem / BH to SA dk / 2nd, / *1927 - 9996 Tanks of*	Oil Engines 4 SC SA / 12Cy 23½ - 47½ / 624 NHP / DBS 8cf os 15, hs 5015 / A B Gotaverken Got / *sides of tun*	28 0 / 8 10 4 / 25 - 2½	
BHFA		1 Dk (Stl) & Shelter dk (Stl - wd) and dk (Stl) in No 1 hold														
		D F														
70935	**Aguaray**	Twin Sc / Oil Eng	479 / 433 / —				1928	H Robb, Ld Leith	Cia Argentina de Navigacion Mihanovich Ltda	160 0 | 34 0 | 8 6			Argentine	*reel 19 70t* / *PPT 7 u* / *APT 67t* / Oil Engines / 4 Cy / J & G Bolinders Co Ltd Skm		
	Mchy Aft	*Cruiser Stern* / 1 Dk														
70936	**Aguila** (P)	3 Mast	3255 / 2162 / 1655	+100A1 Liv / 10,31 / LMC10,33	u	cl. 10,31	1917 / 11mo / Lloyd	Caledon Shipbuilding & Eng Co Ltd Dundee	Caledon S B & Co Ltd / Teoward Bros Mgrs.	315 3 | 44 2 | 18 5 / P & B 213 F 58 / Bk 12 / *Cell D Bk 40 u*			Liverpool / British / *dBHCem* / *APT 78t*	T 4Cy 25 42 & 68 - 42" (a) / 240lb / 300 NHP / 4SB 8cf os 130, hs 7044 / Caledon S B & Co Ltd Dun	21 6 / 8 1-13½ / 20 - 10	BT till 30, 34
140849		ssLiv No 3-12, 29														
QFVD	*Well deck*	2 Dks (*USt - wk*)														
	D F	ESD														
70937	**Aguila II**	Twin Sc / Oil Eng	1369 / 1098 / 822	✠A1 BAs / with freeboard / 4,33 / LMC1,31 / LMC M 3,33	oo	4,33	1931 / 1mo / Lloyd	H Robb, Ld Leith	Cia Argentina de Lanchas	260 0 | 42 0 | 11 8 / P 30 / Bk 8 / *FPT 70t*			Argentine / *ABHA p* / *APT 67t*	Oil Engines 2 S C SA / 10 y 11½ - 22½" / 126 NHP / DB 1200 / Atlas Diesel Co Ltd Skm	13 0 / 8 3 - 9½ / 10 - 0	
	Mchy Aft	1 Dk (Stl)		*For Service on the River Plate - Parts seaworthy as Motor Vessel*			*Lloyd limiting*									
70938	**Agwidale**		4763 / 4138 / 2989				1918	Newport News S B & D D Co Newport News	Clyde-Mallory Lines	370 0 | 53 1 | 27 0 / P 27 B 104 F 32 / Bk / Dk			New York / United States / WB	T 3Cy 24", 41½" x 72" - 48 / 471 NHP / Newport News S B & D D Co	30 0 / 8 / 19 -	R
217184		*Fitted for oil fuel*														
WHCA	*Ref Mchy*	2 Dks														
70939	**Agwistar**		4661 / 4272 / 2921				1919	Newport News S B & D D Co Newport News	New York & Cuba Mail S S Co (Ward Line)	370 0 | 53 1 | 27 0 / P 27 B 104 F 32 / Bk / H Dk			New York / United States / H B	T 3Cy 24½, 41½" x 72" - 48 / 471 NHP / Newport News S B & D D Co	30 0 / 8 / 19 -	R
217330		*Fitted for oil fuel*														
WECN		2 Dks														
70940	**Agwirworld**		6771 / 5492 / 4143				1921	Sun S B Co Chester, Pa	Richfield Oil Co of California	429 3 | 59 2 | 33 2 / P 133 B 36 F 40			San Francisco / United States / H B	T 3Cy 27", 45½" x 78" - 51" / 412 NHP / Sun S B Co Chester, Pa	/ 8 / 19 -	R *
220911		*Fitted for oil fuel*														
KDMD	*Mchy Aft*	*Longitudinal framing* / 2 Dks														
	D F	*Carrying Petroleum in bulk*														
70941	**Ah Kwang**	Twin Sc / Oil Eng	612 / 393 / 444				1913	Taikoo Dkyd & Eng Co Ltd Hong Kong	Asiatic Petroleum Co (N China) Ld	210 0 | 32 0 | 9 0 / P 46 F 22			Shanghai / British / WB	Oil Engines 2 S C SA / 8Cy 19" - 36½" / 317 NHP / J & G Bolinders, Skm		
133803	*Mchy Aft*	1 Dk														
70942	**Ahamo** (ex Plume - 33)		8621 / 7257 / 5208	+100A1 Yka / 9,33 / BS6,33 / LMC2,32	dft / carrying Petroleum in fitted for oil fuel	cl. 2,32 / bulk & F P above	1926 / 9mo / Lloyd	Lithgows, Ld Port Glasgow	Standard Transportation Co Ltd	460 0 | 62 8 | 36 4 / P 118 B 11 F 42 / Bk / *Cell D Bk E* / *Bk 6*			Hong Kong / British / *dBHJpf Cm* / *4 T 7 00*	T 3Cy 29½" - 46 - 47½ - 54 (a) / 220lb / 1650 NHP / 4SB 8cf, 1150 hs / D Rowan & Co Ltd Gls	36 0 6 / 8 7 - 8½ / 27 - 3½	
149709		ssb Fo No 1-32														
VPCX	*Mchy Aft*	2 Dks (*Stl*) & *Web frames*														
	D F	*Longitudinal framing*														
70943	**Ahmedi** (ex Prins Willem 1)		2121 / 1334 / 1078	+100A1 Bom / *Shade dk* / 8,33 / MS10 30 / LMC / BS1,33	s	cl. 6,32	1901 / 9mo	Nederl Scheps Maats Amsterdam	Eastern Steam Nav Co Ltd	284 2 | 38 0 | 19 0 / P Bk 10 / *WB = Cell D Bks* / *4 L*			Bombay / British / *dBHCem* / *APT*	T 3Cy 23", 37 x 60 - 39" (a) / 180lb / 800 NHP / 2SB 8cf 640 hs 4508 / Ned Fabr v Werk & Spr Amst	21 0 / 8 2 - 1 / 20 - 2	
YWBM		ssBom 2nd No 3-4, 26														
		ssBom No 1-30														
		2 Dks (*USt - wk*) & *Shade dk* (*Teak*)														
70944	**Aida Lauro** (ex Treharris - 31 / ex Radnor)		4538 / 4108 / 2780	✠ / 4,34 / ✠	Liv	ij	1923	Richardson Duck & Co Ltd Stockton	A Lauro	412 7 | 52 0 | 24 3 / 400 0 / F 31 on Shelter / *4L* / *Cell D Bk 131*			Naples / Italian / *Cem* / *BH to SA dk* / *FPT 111t* / *APT 120t*	T 3Cy 26", 43" x 71" - 48" / 425 NHP / 4SB 8cf, 6810 hs 7171 / Blair & Co Ltd Stockton	27 0 / 8 / 19 -	I
2BWF		1 Dk (*Stl*) & *Shelter dk* (*Stl*)														
70945	**Aidan** (P)		4545 / 3171 / 2875	+100A1 Liv / *Shelter dk* / *with freeboard* / 9,33 / BS8,33 / LMC11,32	z	cl. 8,33	1911 / 11mo / Lloyd	Tyne I S B Co Ltd Newcastle	Booth S S Co Ltd	375 9,50 3 | 24 5 / Bon Shelter dk 117 / *WB = Cell D Bu* 108	*u E 23 f 117 807*		*DT u 33 546 t PPT*	Liverpool / British / *TBHCem* / *Cell D Bu* 108	T 3Cy 24", 40" x 67" - 48" (a) / 180lb / 456 NHP / 2SB 8cf, 6815 7, Bk 6955 / Wilmds Ispwy Co Ltd Nwc	26 0 / 8 2 - 6½ / 23 - 7½	BT till 34
131999		ssLiv No 3-10, 24														
GSJN		ssLiv No 2-31														
		2 Dks (*Stl*) & *Shelter dk* (*Stl*)														
70946	**Aigaion** (ex Corstream - 33 / ex Helene Hugo / Stinnes 14)	3 Mast	1755 / 1451 / 904	1,34	Bly	q	1912	Sir J Laing & Sons Ltd Sunderland	Schuck Gca Weser munde G	258 9,38 1 | 17 8 / P 29 F 25 / Bk / *Cell D Bu* 128	*u 408 t Topside tanks*		*DT u 33 546 t PPT*	Greek / *dBHCem* / *tank on deck*	T 3Cy 17½, 28½ x 44 - 33½ (a) / 180lb / 186 NHP / 2SB 8cf os 58, hs 2776 / G Seebeck A G Wsm / 16 30t / *PPT 114t* / *APT 88t*	20 0 / 8 / 19 -	G *
SVLH		ssBld No 3-3, 21														
		ssBly No 2-30														
	Mchy Aft	1 Dk (*Stl*)														
		Cantilever framed Topside tanks														
70947	**Aija** (ex Amfred, ex Galatea)	Iron	571 / 412 / 269				1887	Sunderland S B Co Ltd Sunderland	Sundeind Co	"Kaija Shipping	167 1 | 26 7 | 12 7 / Q47 B46 H186 F25 / BK 7		Riga / Latvian / WB	T 3Cy 16", 26" x 43" - 30" / NB 22 / 98 NHP / N E Marine Eng Co Ltd Sld	13 0 / 7 / 19 -	V
127																
YLAI	*Well deck*	1 Dk														
70948	**Aikleaf** (ex Bedeburn ex P L M 6, / ex Kifuneran Maru)		3122 / 1944 / 1948	+100A1 Mdb / 1,31 / ssbbl No 3-7, 24 / BS12,30 / LMC7,29	t	cl. 2,29	1916 / 4mo	Osaka Iron Works Ltd Osaka	Dunelm Shipping Co Ltd (Germain, Dixon & Co Ltd Mgrs.)	305 0 | 44 0 | 25 2 / P 19 B 82 F 32 / Bk / *Cell D B* 255	*u 519 t PPT*			Newcastle / British / *dBHCem* / *61 APT 20t*	T 3Cy 22", 37 x 61 - 42 (a) / 180lb / 288 NHP / 2SB 8cf, 6810, hs 3424 / Osaka Iron Wrks Ltd, Osaka	27 0 / 8 4 - 6½ / 23 - 2	
GCQN		2 Dks (*Stl*) & *Web frames* / *Longitudinal framing*														

See page 413 for discussion.

ORIGINAL

PACIFIC LUMBER CARRIERS' ASSOCIATION

UNIFORM CONTRACT OF AFFREIGHTMENT

_____, 19____

MESSRS._____
(Name of purchaser or shipper)

Gentlemen:

Subject to the rules and regulations of current Pacific Lumber Carriers' Association Tariff and Supplements thereto, and the conditions on the back hereof, we confirm your engagement for the freighting of your lumber, as follows:

QUANTITY._____

STEAMER._____ Approximate loading date._____

LOADING PORT._____ Loading berth._____

DISCHARGING PORT._____ Discharging Berth._____

FREIGHT RATE $_____per thousand feet B M gross measurement.

FREIGHT Payable at._____By._____

Shippers' load count and measurement, or as per P. L. I. B Certificate or certificate of similar organization.

REMARKS:_____

_____

ACCEPTED._____19____
(Name of Shipper)

By._____

By._____

(For terms see reverse side)

REDIFORM PACIFIC MANIFOLDING BOOK CO., INC., EMERYVILLE, CALIF. 804 58702

[1]

See page 414 for discussion.

TERMS OF THIS CONTRACT WHICH ARE MUTUALLY AGREED UPON

1 The shipment hereunder is subject to the provisions of Sections 4282 to 4287, inclusive, of the Revised Statutes of the United States and of the Act of Congress known as the Harter Act, and, as to carriage of goods to or from ports of the United States in foreign trade only, of the Carriage of Goods By Sea Act of the United States

2 General average shall be payable according to York-Antwerp Rules of 1890 and Antwerp Rule of 1903, or York-Antwerp Rules of 1924 (excluding rules 16 and 23 and the lettered rules, and excluding any allowance for jettison of deck cargo) at carrier's option, and as to matters not therein provided for, according to the rules and practice prevailing at the port of San Francisco, California

If carrier shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, in case of danger, damage or disaster resulting from fault or negligence of the pilot, master or crew in the navigation or management of the ship, or some latent or other defect or unseaworthiness of the ship, whether existing at the time of shipment or at the beginning of the voyage, the shippers, consignees, or owners of the cargo shall not be exempted from liability for contribution in general average or for any salvage and special charges incurred, but, with the shipowner, shall contribute in general average and shall pay such salvage and special charges as if such danger, damage or disaster had not resulted from such fault, negligence, latent or other defect, or unseaworthiness

In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any causes whatsoever, including negligence, for which, or for the consequences of which, the shipowner is not responsible by statute or contract or otherwise, the shippers consignees or owners of the cargo shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the cargo

3 The vessel shall have the liberty, either before or after proceeding toward the port of discharge, to proceed to said port by any port or ports in any order or rotation, backward or forward, whether in or out of, or in a contrary direction to, or beyond the customary or advertised route, to pass the said port of discharge and to return thereto, without the same being deemed a deviation, all for whatsoever reason, to altogether depart from the customary geographical or advertised route, to make, in substance, another and different voyage, to change or completely abandon the original voyage, to transship or land and re-ship the goods at port of shipment, and transship at any other ports or into any other vessel for any purpose, and to forward to destination by another vessel to tow and assist vessels in all situations, to sail with or without pilot, all of said liberties shall apply although the vessel otherwise might be deemed to be deviating from the voyage, all such departures are to be deemed within the contract voyage, the vessel to have the liberty to lighter, surf transship, land and re-ship the cargo, or any part thereof, and to go into dry dock with or without said cargo on board Nothing in this agreement shall limit or affect the provisions of this paragraph

4 Provided due diligence shall have been exercised to make the vessel in all respects seaworthy and properly manned, equipped and supplied, carrier shall not be liable for any loss, damage or delay occasioned by any cause whatsoever to the full extent that exemption from liability may lawfully be contracted, notwithstanding that such cause may not be specifically described herein, and, without limiting the generality of the foregoing, including negligence, unseaworthiness, labor disturbances, war, breakage, splits, discoloration, stains, chafes, and shakes

5 Any claim hereunder against carrier must be presented in writing to carrier within ten days after discharge (or, if vessel is lost or stranded, within ten days after the first newspaper mention of such loss or stranding) No suit on any claim hereunder against carrier shall be maintained unless instituted within ninety days after the date that written claim is required to be presented as above stated if claim is not so presented, or if suit is not so instituted, such claim and/or suit shall be, and by every court be held to have been, waived, released, abandoned and barred Nothing shall be deemed a waiver of the provisions of this paragraph, except an express written waiver signed by carrier

6 The carrier's responsibility with respect to the cargo shall not attach until the cargo is actually loaded for transportation upon the vessel and shall terminate as soon as the cargo leaves the vessel's tackle at destination or any other place where the carrier is authorized to make delivery

7 All lumber, dressed and rough, to be gross measurement for the purpose of calculating freight in accordance with the rules and regulations of the Pacific Lumber Carriers' Association

8 Vessel shall have the privilege of carrying a full deckload, and shipments loaded on deck shall be at shipper's risk

9 The loading, discharging and transporting of the cargo shall be conducted with due regard to the safe navigation of the vessel and at places where the vessel shall be afloat at all stages of the tide

10 Full freight and charges shall be paid on all cargo, including that damaged or unsound, and carrier shall have a lien on the cargo for the whole amount thereof

11 If carrier shall have exercised due diligence to make the ship seaworthy and properly manned, equipped and supplied, it is hereby agreed that in the event of the ship coming into collision with another ship as a result of negligent navigation of both ships, the owner of the cargo carried under this contract will indemnify carrier against all liability to the other ship or her owner in so far as such liability represents loss, damage or claim of said cargo paid or payable by the other ship or her owner to the said cargo owner, and set-off, recouped, or recovered by the other ship or her owner as part of their claim against the carrying ship or carrier

12 Carrier shall not be liable for any loss, damage, delay or expense directly or indirectly occasioned by riots, strikes, lockouts, stoppage of labor or labor disturbances of whatsoever nature, from whatsoever cause, whether partial or general, or of the carrier's employees or others, whether existing or anticipated, whether actual or reported, and wheresoever occurring.

REDIFORM PACIFIC MANIFOLDING BOOK CO., INC EMERYVILLE CALIF.

13. Any freight or other charges advanced by Carrier, and any expense incurred by Carrier for Cargo Owner's account, shall become immediately and irrevocably due from and repayable by Shipper. Freight, whether prepaid or collect, becomes wholly due and belongs absolutely to Carrier as soon as the Goods are received by Carrier, and shall be deemed earned and if prepaid shall not be returnable, and if collect shall be payable, ship and cargo lost or not lost.

Sheet No.

MANIFEST OF CARGO Shipped per S.S. ... Voy. Commander ... Sailed from ...

B/L	Marks	Numbers	Quantity and Description	By Whom Shipped	To Whom Consigned	Remarks, Clauses, etc
						Brought Forward

SHEET No.

to ... 19 Arrived ... 19 Ex ... Rate of Exchange

Weight				Measurement		Rate	Freight and Primage			American Inland Freight			Prior Carriers Expenses and Lighterage			Charges			Prepaid			Collectible in U S A									Date Paid, Commissions etc			B/L No
Tons	Cwt	Qrs	Lbs	Feet	Ins		£	s	d	£	s	d	£	s	d	£	s	d	£	s	d.	Currency		Port Charge		Total							
																						$	C	$	C	$	C	£	s	d			

See pages 415–417 for discussion.

Customs Form 7527-B
TREASURY DEPARTMENT
ARTS. 105, 122, 142, 199, 214, C. R. 1937, T. D. 50649
July 1942

INWARD FOREIGN MANIFEST

(Oath to be taken on Customs Form 3251)

UNITED STATES CUSTOMS SERVICE

SHEET No. .....

REPORT AND MANIFEST of the cargo laden on board the ....., whereof ..... is master,

sailing from ....., date ....., and bound to .....

The said vessel is owned by ....., was built at ....., is of ..... net tons,

as per Register issued at ..... on the ..... day of ....., 19....., and is consigned to .....

BILL OF LADING No.	MARKS	NUMBERS	QUANTITY AND DESCRIPTION (If laden at more than one port the place of lading must be stated immediately above the goods described, or use separate sheet) *	BY WHOM SHIPPED	TO WHOM CONSIGNED OR IF TO ORDER	PORT OF DISCHARGE IN THE UNITED STATES	ULTIMATE DESTINATION	CUSTOMS NOTATIONS (Number and kind of entry)

* In this column, state gross weight (in pounds or kilos) of each class of merchandise for each consignee and also cubic measurement when freight is based on space tonnage

I certify that this manifest was this day produced to me as the ..... (Original or duplicate) manifest of the cargo on board the vessel named above, from the port stated, and whereof ..... is master. If produced as copy of the manifest, I certify that I have examined and compared it with the original and find it to agree therewith.

....., 194....

(Inspector of U. S. Customs)

(Master or person in charge)

(For sale by collectors of customs at price of 25 cents for block of 100)

16—12553-2 U. S. GOVERNMENT PRINTING OFFICE

See page 415 for discussion.

Customs Form 1874
TREASURY DEPARTMENT
4.63, 4.74, 4.82, 4.83, 4.87, 4.88, 4.89, C. R. 1943
July 1943

UNITED STATES CUSTOMS SERVICE

OUTWARD FOREIGN MANIFEST

(To be filed with Collector by the Master.)

(R. S. 4197, 4199—U. S. C., title 46, secs. 91, 93.)

PORT OF....., ..., 19.....

Report and manifest of the cargo laden for shipment from the Port of.....

on board the ..... net tons,
(Flag) (Rig) (Name of vessel)

whereof ..... is master, bound for .....

Name of Agent ..... Address .....

NUMBER OF EXPORT DECLARATION	MARKS	NUMBERS	DESCRIPTION AND QUANTITY OF ARTICLES (Values are as stated on shippers' declarations, extracts, or pro forma declarations hereto attached)	REMARKS

[1]

See pages 417 and 599 for discussion.

UNITED STATES CUSTOMS SERVICE

OATH OF MASTER TO MANIFEST ON CLEARING OUTWARD

(R. S 3986, 3987, 3993, 4198—U. S C , title 18, secs. 308, 496; title 39, sec. 500; title 46, sec. 94.)

DISTRICT OF ....., PORT OF .....

I, ... (Master or commander) ..... of the ..... (Nationality, rig, and name of vessel), bound from the Port of ..... to .....

do solemnly, sincerely, and truly swear that the Manifest of the Cargo on board the above-named vessel, now delivered by me to the Collector of this Port, and subscribed with my name, contains, according to the best of my knowledge and belief, a full, just, and true account of all the goods, wares, and merchandise now actually laden on board the said vessel, and of the value thereof, and the foreign places or countries in which the same are truly intended to be landed, and if any other goods, wares, or merchandise shall be laden or put on board the said vessel previous to her departure from this Port, I will immediately report the same to the said Collector I do also swear that I verily believe that the duties on all foreign merchandise therein specified have been paid or secured according to law, and that no part thereof is intended to be relanded within the United States, and that if by distress or other unavoidable accident it shall become necessary to reland the same, I will forthwith make a just and true report thereof to the Collector of Customs of the District wherein such distress or accident may happen And said cargo is truly intended to be landed at the place named in this manifest So help me God

I do further swear that I have not received on board the above-named vessel, and have not under my care or within my control, and that I will not receive and convey, any letters or letter packets, addressed to any foreign country, which have not been delivered to me from the Post Office, except such as relate to the cargo, and are addressed to the owner or consignee of said vessel, or such as are inclosed in a United States stamped envelope of a denomination sufficient in amount to cover the United States postage legally chargeable thereon, if the same had been posted and transmitted by the regular mail.

I do further swear that no live cattle, sheep, goats, or swine are or will be taken on board for export, other than those for which certificates have been issued as required by Act of March 4, 1907 (U. S. C , title 21, sec. 71), and that there is not, and will not be taken on board, for export, any meat or meat food products which have not been legally inspected and passed in accordance with the aforesaid act

.....
Master.

Subscribed and sworn to before me this ..... day

of ....., 19.....

.....
Deputy Collector

16—16772-2

U. S. GOVERNMENT PRINTING OFFICE

This form may be printed by private parties provided it conforms to official form in size, wording, color, and arrangement. For sale by Collectors of Customs at price of 30¢ per pad.

Customs Form 7509
TREASURY DEPARTMENT
67, C. R. 1943
May 1945

OUTWARD MANIFEST OF AIRCRAFT

REPORT AND MANIFEST of the cargo laden at the airport _____, AIRPORT of departure _____, 194___
(Date of departure)

AIRCRAFT _____
(Identification marks)

Owned by _____, address _____, whereof _____ is commander.

Bound for _____ in _____
(Port) (Country)

NUMBER OF EXPORT DECLARATION	MARKS	NUMBERS	DESCRIPTION AND QUANTITY OF ARTICLES (Values are stated on shippers' declaration extracts or pro forma declaration hereto attached)	NAME AND ADDRESS OF CONSIGNEE	REMARKS

I, the above-named commander of the said aircraft bound from and destined to the above-mentioned ports, do solemnly, sincerely, and truly swear that the manifest of cargo on board the said aircraft, now delivered by me to the collector of this port, and subscribed with my name contains, according to the best of my knowledge and belief a full, just, and true account of all goods, wares and merchandise now actually laden on board the said aircraft and of the value thereof and the foreign places or countries in which the same are truly intended to be landed, and if any other goods, wares, or merchandise shall be laden or put on board the said aircraft previous to its departure from this port, I will immediately report the same to the said collector.

I do also swear that I verily believe that the duties on all the foreign merchandise therein specified have been paid or secured according to law, that no part thereof is intended to be relanded within the United States, that if by distress or other unavoidable accident it shall become necessary to reland the same I will forthwith make just and true report thereof to the collector of customs of the district wherein such distress or accident may happen, and that said cargo is truly intended to be landed at the place named in this manifest.

I do further swear that I have not received on board the above-named aircraft and have not under my care or within my control, and that I will not receive and convey any letters or letter packets addressed to any foreign country which have not been delivered to me from the post office, except such as relate to the cargo and are addressed to the owner or consignee of said aircraft, or such as are inclosed in a United States stamped envelope of a denomination sufficient in amount to cover the United States postage legally chargeable thereon, if the same had been posted and transmitted by regular mail.

I do further swear that no live cattle, sheep, goats, or swine are or will be taken on board for export other than those for which certificates have been issued as required by the Act of March 4, 1907 (U S C title 21, sec 71), and that there is not, and will not be taken on board for export, any meat or meat food products which have not been legally inspected and passed in accordance with the aforesaid act.

Signature _____
(Aircraft commander)

Subscribed and sworn to before me this _____ day of _____, 194___

_____
_____
(Title or designation)

(THIS FORM FOR SALE BY COLLECTORS OF CUSTOMS AT PRICE OF 65 CENTS PER PAD CONTAINING 100 COPIES)

This form may be printed by private parties provided it conforms to official form in size, wording, arrangement, and quality and color of paper.

16—24567-8

See pages 79 and 415 for discussion.



American Airlines

SERVICIO DE AEROCARGA INTERNACIONAL
INTERNATIONAL AIR CARGO SERVICE

MANIFIESTO DE AEROCARGA DEL EMBARCADOR
SHIPPER'S AIR CARGO DECLARATION

MERCANCIAS EMBARCADAS POR_____ _____
Goods Shipped By — (NOMBRE DEL VERDADERO EMBARCADOR) (NAME OF ACTUAL SHIPPER) (FECHA) (DATE)

DIRECCION _____
Address (CALLE) (STREET) (NUMERO) (NUMBER) (CIUDAD) (CITY) (ESTADO) (STATE)

DESCRIPCION DEL CONTENIDO
DESCRIPTION OF CONTENTS

Describase en detalle la especie de cada mercancía, (No se usen términos generales, tales como "ropa", "telas", "maquinaria", etc.)
Describe each kind of goods in detail -Do not use general terms such as dry goods, machinery, etc.

Número de paquetes_____ Peso_____ kilos
Number of packages Weight

Declaro que lo arriba expresado es un informe verídico del contenido de este embarque, y que en este embarque no se contiene nada de naturaleza explosiva o que pudiera dañar o constituir algún peligro para la aeronave, sus pasajeros, la tripulación o la carga.

I declare that the above is a true statement of the contents of this shipment, and that the shipment does not contain anything of an explosive nature or of a character which might in any way prove harmful or dangerous to the aircraft, its passengers, crew or cargo

_____
EMBARCADOR
SHIPPER

POR _____
By (CAPACIDAD-SOCIO DE LA FIRMA O EMPLEADO) (CAPACITY - MEMBER OF FIRM, OR POSITION)

See pages 79 and 415 for discussion.

MARKET GUIDE FOR CHILE

318

Code	Trade Class	Name and Address	Business	Rating
		LIRQUEN (Concepcion) - Pop. 2,000 (Seaport-Talcahuano)	**Banking Town-Concepcion**	
01	V	Cia. Carbonifera de Lirquen (also Valparaiso & Concepcion)..	Coal Mining.....	A-1
02	Ⓔ	Fabrica Nacional de Vidrios Planos, (S.A.) (Br. of Valparaiso).....	Mfr. Plate Glass.....	A-1
		LLAY-LLAY (Aconcagua) - Pop. 7,000 (Seaport-Valparaiso)	**Caja Nacional de Ahorros**	
03	TW	Sarraf M., Juan (Casilla 59) (Lynch esq. Edwards).....	Genl. Mdse.; Exp. Native Prod.....	B-4
		LLO-LLEO (Santiago) - Pop. 4,080 (Seaport-San Antonio)	**Banking Town-San Antonio**	
04	Ⓝ	Katz, Brenner y Cia. (Rodriguez s/n) (Br. of Santiago).....	Flour Mill.....	A-3
05	Ⓝ	Kukoc Ivanovic, Victor (Br. of Challapata, Bolivia).....	Mfr. Candles & Soap.....	C-9
		LONCOCHE (Cautin) - Pop. 4,921 (Seaport-Corral)	**Caja Nacional de Ahorros**	
06	Ⓡ	Benner W., Carlos (Serrano-Carrera).....	Tannery.....	C-9
07	F	Figueroa Escobar, Enrique (Buenos Aires 150).....	Lumber.....	C-9
08	M	Limpert Hnos. (Mont s/n).....	Groceries.....	C-4
09	JK	Limpert-Hornisch, Carlos (Montt y Rozas).....	Dry Gds., Novelties, etc.....	C-9
10	Ⓝ U	Pohl y Cia. Ltda., Alberto (Casilla 52) (Ave. Villarrica s/n).....	Flour Mill, Elec. Light & Power Plant.....	C¶3
11	EM	Wachtel y Cia., E. (Casilla 87) (A. Prat 1084).....	W.& R., & Com. Agt. Hardware, Gro....	C¶3
		LOS ANDES (Aconcagua) - Pop. 11,218 (Seaport-Valparaiso)	**Banco Espanol-Chile** **Caja Nacional de Ahorros**	
12	Ⓝ	Bezamat, Eduardo (Casilla 2).....	Bakery; Flour Mill.....	B-2
13	J	Carraminana Hnos., Ltda. ("Merceria El Condor") (Casilla 315) (Maipu 211).....	Dry Gds., etc.....	*
14	H	Cathalifaud P., Luis (Casilla 211) (Santa Rosa 351).....	Radios, Phonos , Access. & Material; Elec. Plant	*
15	JKR	Fernandez Benjamin (Esmeralda 497).....	Clo., Shoes, Dry Gds., Notions & Silks.....	C-4
16	M	Gianoli, Mustakis y Cia. (Casilla 183) (Br. of Valparaiso)..	Groceries.....	A-2
17	JR	Gonzalez Mardini, Armando (Casilla 315).....	Dry Gds. & Shoes.....	C-4
18	Ⓝ	Molfino Hnos. y Cia. ("Cisne") (Casilla 302) (Ave. Sarmiento 625) (also Santiago).....	Mfr. & Canners Food Prod.....	B-3
19	F Ⓣ	Stricker & Cia., Ltda. (Br. of Valparaiso).....	Timber Merchants; Plywoods; Sawmill..	B-3
20	T	Wortzman e Hijo, A. (Casilla 56).....	Exp. Garlic,Walnuts & Hemp Fibre,etc.	*
21	Ⓝ	Zielieniewicz, Felix (Chacabuco 687).....	Fruits & Veg. Cannery; Mfr. Jams,etc.	B-3
		LOS ANGELES (Bio-Bio) - Pop. 17,521 (Seaport-Talcahuano)	**Banco de Chile** **Banco Espanol-Chile** **Caja de Credito Agrario** **Caja de Credito Hipotecario** **Caja Nacional de Ahorros**	
22	EM	Arbulo y Cia. Ltda., Damian (Casilla 7) (Colon 3& ,.....	Hardware, Groceries.....	B-3
23	HU	Cia. General de Electricidad Industrial (Calle Jose de Manso).....	Elec. Plant; Distrib. Elec. Appl.....	A-1
24	Ⓝ	Cia. Molinera "El Globo".....	Flour Mill.....	A-1
25	MT	Cooperativa Lechera Bio-Bio, Ltda. (Casilla 329) (Villagran 329).....	Dairy.....	B-4
26	EM	Forteza y Cia. (Colon 452).....	Groceries, Hardware.....	
27	WY	Gleisner y Cia. Ltda., M. (Almagro 499) (Br. of Concepcion).	Dept Store, Imp. Genl. Mdse.; S.S. & Ins. Agt.; Exp. Native Prod.....	A¶2
28	J	Iturrate Goya, Antonio.....	Dry Gds.....	B-3
29	J	Nazal Hnos. (Casilla 44) (Almagro 457).....	Silks, Dry Gds.....	B-4
30	Ⓝ	Soc. Nacional Lechera Graneros.....	Mfr. Dairy Prod.....	A-1
31	W	Tihista y Cia (Casilla 37)(Almagro 557)(also Santa Barbara).	Genl. Mdse.....	C-3
32	JK	Vignau, P. (Casilla 37) (Almagro 537).....	Dry Gds., Notions.....	B-4
33	Ⓝ	Vildsola Gonzalez, Ismael.....	Flour Mill.....	B-3
34	F	Weldt e Hijo, Carlos (Apo. 15) (Ave. Vicuna 284).....	Lumber.....	-3
		LOS LAGOS (Valdivia) - Pop. 1,900 (Seaport-San Antonio)	**Caja Nacional de Ahorros (Agency**	
35	Ⓕ	Aguero Corvalan R., Armando ("Fundo El Fosforo").....	Lumber; Sawmill.....	*-3
36	G	Castro A., Joaquin.....	Agriculture.....	X-4
		LOS LAURELES (Cautin) - Pop. 1,375 (Seaport-Corral)	**Banking Town-Temuco**	
37	T	Hiriart Hiribarne, Juan B. ("Fundo La Bastilla").....	Farmer; Poultry Owner.....	B-2
38	FT	Silva Castellon, Luis (Casilla 11).....	Lumber; Farming.....	B-3
		LOTA (Concepcion) - Pop. 31,429	**Caja Nacional de Ahorros**	
39	Ⓒ TV	Cia. Minera e Industrial de Chile (Lota Alta) (Br. of Cia. Carbonifera Industrial de Lota, Valparaiso).....	Coal Mining; Mfr. Refractory Prod.; Sawmill; Agriculture.....	A-1

See page 421 for discussion.

Customs Form 1385
TREASURY DEPARTMENT
4 34, 4 67, 4 74, 4 81, 4 82, 4 84, 4 85, 4 87, 4 88, 4 89, 4 90, 4 91, C R 1943, 4 85, C M 1943
June 1944

TREASURY DEPARTMENT
BUREAU OF CUSTOMS

APPLICATION FOR PERMIT TO PROCEED COASTWISE AND OATH OF MASTER OF VESSEL IN FOREIGN TRADE

(1) Port of _____, 19____

I, _____, master of the _____ (Nationality and rig), _____ (Name of vessel), having entered this port on _____, 19____ from _____, request permission to proceed to the port of _____, as follows

*1 With foreign cargo or passengers, or both, from _____ destined for the following domestic and foreign ports, as per certified manifest attached hereto—

_____ (Enter ports in order of itinerary)

*2 To lade for a foreign port

*3 With foreign-bound cargo or passengers, or both, laden at the following United States ports _____

*4 In case of an American vessel only — On a coastwise voyage / To a noncontiguous port / On an intercoastal voyage / On a coastwise voyage, touching at the following foreign ports: _____

_____, Master

*Strike out conditions above not applicable and give any additional information concerning cargo vessel, or itinerary

OATH ON DEPARTURE

I, _____, master of the _____ do swear to the truth of the manifest now presented and that, to the best of my knowledge and belief, all the goods, wares, and merchandise of foreign growth or manufacture therein contained, if any, were legally imported, and that the duties thereon have been paid, or secured according to law, and that there has been a compliance with all the provisions of the Seamen's Act

_____, Master

Subscribed and sworn to before me at _____ this _____ day of _____, 19____

_____, † Deputy Collector

(2) PERMIT TO PROCEED COASTWISE

Port of _____

_____, master of the _____ having entered the vessel as required by law, permission is hereby given said vessel to proceed to the port of _____, as requested by the master in the foregoing application. Any merchandise laden on the vessel at this port for export in her will be included in the export returns from this office to the Department of Commerce

Given under my hand and seal this _____ day of _____, 19____

_____, † Deputy Collector.

(3) OATH ON ARRIVAL COASTWISE

Port of _____

I, _____, master of the _____ do solemnly swear that there were not when I sailed from the port of _____ nor have been since, nor now are, any more or other goods, wares, or merchandise of foreign growth or manufacture, or distilled spirits (other than sea stores), than are stated in the manifest of the said vessel now produced by me. I do further swear that I have delivered to the postmaster of this place all letters directed to any person or persons within the United States or the Territories thereof, which, under my care, or within my power, were brought in the within-named vessel while under my command, except such as are directed to the owner or consignee of the said vessel.

_____, Master

Subscribed and sworn to before me at _____ this _____ day of _____, 19____

_____, † Deputy Collector.

VESSEL IN BALLAST CLEARING COASTWISE USE REVERSE OF THIS FORM

(This form should be prepared—(a) in triplicate, for vessels with residue cargo, one copy for collector issuing permit to proceed, second and third copies to be delivered to master with accompanying manifests on which to enter at next port; and (b) in duplicate, for vessels clearing foreign via domestic ports.)

Agent's name and address _____

Location _____ Net tons _____ Crew _____ Passengers _____

Coal or oil burner _____ Fee for foreign vessel _____ Certificate No. _____

† See Sec. 486, Tariff Act, 1930, for employees designated to administer oaths

16—17362-1

See page 159 for discussion.

COASTING MANIFEST
Vessel Light or in Ballast

(4)

Manifest of the ..... (Nationality) ..... (Rig) ..... (Name of vessel) ....., ... net tons,

whereof ..... is master, bound from .....

for ..... , 19 Crew .....

..... Ballast and Sea Stores.

Fuel laden at this port for ship's use only:

Bunker coal .....

Fuel oil .....

.....

.....

MASTER'S OATH ON CLEARING WITHOUT CARGO

Port of .....

I, ..., master, do solemnly swear that there is not laden on board the ....., any article or cargo whatever, other than sea stores, and that there has been a compliance with all the provisions of the Seamen's Act

....., Master.

Subscribed and sworn to before me at ..... this ..... day of ....., 19

....., † Deputy Collector

(5)

COASTWISE PERMIT—WITHOUT CARGO

Port of .....

....., 19

....., master of the ....., having sworn as the law directs, that there are not laden on board the said vessel any articles or cargo whatever, other than SEA STORES, permission is hereby granted to the said vessel to proceed from ..... to ..... in the district of .....

....., † Deputy Collector

(6)

OATH ON ARRIVAL—WITHOUT CARGO

Port of .....

I, ..., master of the ....., do solemnly swear to the truthfulness of the foregoing manifest and that no articles, sea or ship stores, equipment, cargo or merchandise of any description have been taken on board or landed from the said vessel since clearing and departing from the port of .....

....., Master

Subscribed and sworn to before me at ..... this ..... day of ....., 19

....., † Deputy Collector

(This form should be prepared in duplicate, one copy for collector issuing permit to proceed, second copy to be delivered to master on which to enter at next port.)

Agent's name and address .....

Location ..... Net tons ..... Crew ..... Passengers .....

Coal or oil burner ..... Fee for foreign vessel ..... Certificate No .....

† See Sec 486, Tariff Act, 1930, for employees designated to administer oaths

16—17562-1 U. S. GOVERNMENT PRINTING OFFICE

FOREIGN CREDIT INTERCHANGE BUREAU

NATIONAL ASSOCIATION OF CREDIT MEN
ONE PARK AVENUE NEW YORK, N. Y.

Inq. No._____ Date_____

Name_____ Business_____

Also uses Trade Name_____

Street_____ City_____ Country_____

Branches at_____

Successors to_____ at_____

THIS STUB IS ARRANGED FOR CARBON COPY WHEN DETACHED AND IS TO BE RETAINED FOR YOUR RECORD

TEAR OFF ON PERFORATION

SUBSCRIBER'S INQUIRY TICKET
FOREIGN CREDIT INTERCHANGE BUREAU

NATIONAL ASSOCIATION OF CREDIT MEN
ONE PARK AVENUE NEW YORK, N. Y.

Date_____

Reason for making inquiry. [check] Old Acc't [ ] New Order [ ] Inquiry [ ]

Name_____ Business_____

Also uses Trade Name_____

Street_____ City_____ Country_____

Branches at_____

Successors to_____ at_____

(PLEASE PRINT OR TYPE THE ABOVE GIVING FULL NAME TRADE STYLE AND ADDRESS CORRECT SPELLING ABSOLUTELY ESSENTIAL)

TERMS OF SALE

1 Open account payable_____ days from date of
(a) Invoice
(b) Factory shipment
(c) Export shipment

2 Open account payable immediately upon receipt of
(a) Documents
(b) Invoices
(c) Goods

3 Account Guaranteed.
4 Voluntary remittance with order
5 Bail for cash in advance only
6 C O D or S/D B R B L attached.
7 Cash against documents under
(a) Irrevocable I /C Confirmed
(b) Irrevocable I./C - Unconfirmed
(c) Revocable L/C
8 Authority to Purchase or Letter of Advice
(a) Irrevocable with recourse
(b) Irrevocable without recourse
(c) Revocable with recourse
(d) Revocable without recourse

9 Bank acceptance of bank in this country at ____ days
10 Bank acceptance of foreign bank at __ days
11 Draft at ____ days sight d/a.
12 Draft at_____ days date d/a
13 Draft at_____ days sight d/p
14 Draft at ____ days date d/p
15 Clean draft at_____ days sight.
16 Clean draft at_____ days date.
17 Consigned stock. Terms?
18 Cash against shipping documents dock receipt or warehouse receipt.
(a) At customer's office
(b) At parties agency other than bank
(c) At bank.
19 _____

MANNER OF PAYMENT

OPEN ACCOUNT

A Discounts
B Pays when due.
C Slow
D Takes unauthorized discounts.

DRAFTS

H. Anticipates payment.
I Accepts and pays promptly
J Accepts promptly delays payment.
K Delays acceptance pays promptly
L Delays both acceptance and payment.
M Makes unjust claims

GENERAL

N Account settled by attorney
O Account settled by arbitration or compromise
P Account still in dispute.

WE RATE THE ACCOUNT

Q High.
R Good.
S Satisfactory
T Unsatisfactory
U Undesirable.

GIVE YOUR MOST RECENT EXPERIENCE·

How Long Sold	Terms of Sale: Key No.	Terms of Sale: Details	Highest recent Account Within Past Year	Date Last Dealings	Amt now Owing (including outstanding drafts)	Amount Past Due	Length of Time Past Due	Manner of Payment (Use Code)	Rating	REMARKS

GIVE BELOW REFERENCES OR NAMES OF HOUSES WHICH YOU BELIEVE TO BE INTERESTED (with complete address.)

Subscriber's No._____ Signature_____

See page 435 for discussion.

FORM NO. 38 PRINTED AND SOLD BY UNZ & CO., 24 BEAVER ST., N. Y. U 1321

PACKING LIST

_____ 19____
Place and Date of Shipment

To

Gentlemen:

Under your Order No._____ the material listed below

Was Shipped To Via

Shipment consists of:

_____Cases _____Packages

_____Crates_____Cartons

_____Bbls. _____Drums

_____Reels _____

Marks

*LEGAL WEIGHT IS WEIGHT OF ARTICLE PLUS PAPER, BOX, BOTTLE, ETC., CONTAINING THE ARTICLE AS USUALLY CARRIED IN STOCK

PACKAGES AND NUMBER	WEIGHTS			DIMENSIONS			QUANTITY	CLEARLY STATE CONTENTS OF EACH PACKAGE
	GROSS WEIGHT EACH	*LEGAL WEIGHT EACH	NET WEIGHT EACH	HEIGHT	WIDTH	LENGTH		

Total invoice price on above material, $_____

Boxing charge, if extra, $_____

(Vendor's Signature)_____

See page 895 for discussion.

Customs Form 3419
TREASURY DEPARTMENT
9.8, C. M. 1943, 9.8, 9 9, 12 51,
16 12, C. R. 1943
Oct. 1943

ORIGINAL

Nº 445962

ENTRY OF MERCHANDISE IMPORTED THROUGH THE MAILS

Port of ....., ..., 19.....

Country ..... Importer .....

Sender ..... Address of Importer .....

No. of Pkgs. .....

Quantity and Description of Merchandise	VALUE	RATE	DUTY
SAMPLE			
		Total	

COLLECTOR OF CUSTOMS, Paid duty on above articles

By .....
(Initials of preparing officer)

Payor.

16—9199-2

OVER FOR INSTRUCTIONS TO POSTMASTER

INSTRUCTIONS TO POSTMASTER

The postmaster shall, before delivering the parcel, collect the total amount assessed, sign and deliver the receipt to the addressee, secure his signature to this entry, and return the entry with the collection (using penalty envelope) to the Collector of Customs who issued the entry.

Remittances must be made by means of certified checks or official postal checks, drawn in favor of the Collector of Customs, and which can be cashed without cost to the Government. Other checks, foreign or mutilated currency, or postage stamps will not be accepted. Where it is impossible to make remittances by certified checks or official postal checks, postmasters shall be guided by the instructions contained in par. 16, sec. 2229, Postal Laws and Regulations of 1940. All remittances, whether by cash or check, must be accompanied by Customs Receipt Form 3437, in duplicate.

If the addressee is dissatisfied with the amount assessed, he should, before accepting the parcel, state his objection in writing to the postmaster, who shall forward the statement to the Collector of Customs, accompanied by such invoices or statements of value as the addressee may submit. THE POSTMASTER SHALL WITHHOLD DELIVERY OF THE PARCEL PENDING RECEIPT OF SPECIFIC INSTRUCTIONS FROM THE COLLECTOR

Always give the mail entry number and port of issue in correspondence.

Undeliverable parcels shall be disposed of as provided in the Postal Laws and Regulations of 1940, the current U. S. Official Postal Guide, and Sec. 9.10, Customs Regulations of 1943.

If further instructions are desired, they should be obtained from the Second Assistant Postmaster General, Division of International Postal Service, Washington, D. C.

Amount noted hereon collected and remitted as directed.

....., 19.....

Postmaster.

16—9199-2

Customs Form 3419
TREASURY DEPARTMENT
9.3, C. M. 1943, 9 8, 9 9, 12.51,
16.12, C. R. 1943
Oct. 1943

DUPLICATE

No. 445962

RECEIPT TO IMPORTER FOR DUTY PAID ON MERCHANDISE IMPORTED THROUGH THE MAILS

Port of ...., 19.....

Country ..... Importer .....

Sender ..... Address of Importer .....

No. of Pkgs. .....

Quantity and Description of Merchandise	VALUE		RATE	DUTY	
Always give the mail entry number and port of issue in correspondence.			Total		

Received payment of duty as above

.....
Signature of person making collection.

16—9199-2

THIS RECEIPT TO BE DETACHED AND GIVEN TO PAYOR

Customs Form 3419
TREASURY DEPARTMENT
9 3, C M 1943, 9 8, 9 9, 12 51,
16 12, C R 1943
Oct 1943

TRIPLICATE

No. 445962

NOTICE TO COMPTROLLER OF DUTY PAID ON MERCHANDISE IMPORTED THROUGH THE MAILS

Port of ....., ..., 19.....

Country ..... Importer .....

Sender ..... Address of Importer .....

No. of Pkgs. .....

Quantity and Description of Merchandise	VALUE		RATE	DUTY	
			Total		

This notice to be sent to Comptroller of Customs having jurisdiction over the accounts of the collection district in which entry is issued

16—9199-2

Customs Form 3419
TREASURY DEPARTMENT
9.3, C M 1943, 9 8, 9 9, 12 51,
16 12, C. R 1913
Oct. 1913

QUADRUPLICATE

This sheet must not be removed from book

No. 445962

IMPORTATIONS THROUGH THE MAILS

Port of ....., ..., 19....

Country ..... Importer .....

Sender ..... Address of Importer .....

No. of Pkgs. .....

Quantity and Description of Merchandise	VALUE		RATE	DUTY	
			Total		

16—9199-2

Above-described package sent to postmaster at office of address

....., 19....

Paid..... ....., 19.....

See page 356 for discussion.

AMERICAN PIONEER LINE
UNITED STATES LINES CO.

(SPACES IMMEDIATELY BELOW FOR SHIPPERS MEMORANDA—NOT PART OF PERMIT)

PERMIT NO.

FORWARDING AGENT — REFERENCES

EXPORT DEC No

DELIVERING CARRIER TO STEAMER

CAR NUMBER — REFERENCE

DELIVERY PERMIT

SHIP FLAG

PIER PORT OF LOADING

PORT OF DISCHARGE FROM SHIP

SHIPPER

CONSIGNED TO AT THE PORT OF DISCHARGE

ADDRESS ARRIVAL NOTICE TO

PARTICULARS FURNISHED BY SHIPPER OF GOODS

MARKS AND NUMBERS	NO OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT IN POUNDS

TO RECEIVING CLERK, PIER ISSUED 194

RECEIVE THE ABOVE DESCRIBED CARGO, TO BE DELIVERED ON

(DATE AND TIME)

It is understood that this engagement is on the condition that delivery to the pier specified above must be made at or within the time stated above and upon failure to do so the shipment may be rejected, also that this engagement is arranged and all possession by the undersigned is subject to all the terms and conditions of its dock receipt and regular form of bill of lading in use on the date hereof

In view of the imminence or existence of war, hostilities or warlike operations between any nations, blockades, embargoes, regulations of any government authority, or any official interference with commercial intercourse affecting the operations of the carrier, the carrier shall at its option have the right to cancel this engagement

Original

UNITED STATES LINES COMPANY

N3200—U S L. 8 46 PRINTED IN U S A

BY

See page 252 for discussion.

Customs Form 3171
TREASURY DEPARTMENT
4 39, C M 1943, 4.10, 4 39, 4 39,
4 91, 24 16 C R 1943
March 1943

APPLICATION AND PERMIT TO LADE OR UNLADE VESSELS OF 5 NET TONS OR MORE No. .....

UNITED STATES CUSTOMS SERVICE

DISTRICT NO. ....., PORT OF ....., 194...

To the COLLECTOR: NOTATIONS

Bond having been given as required by law, application is hereby made for a permit:

1. To unlade merchandise (intended to be unladen at this port, as shown by the manifest), baggage, or passengers.....
2. To land "in bond" merchandise (Sec. 551, Tariff Act of 1930).....
3. To land and release for repair, adjustment, or refitting and to relade under customs supervision articles of the vessel's equipment, such as. Laundry, machinery, radios, ship's chronometer, compass, sails, water casks, and other articles of a character generally used on ships. THE UNDERSIGNED CERTIFIES THAT THE ARTICLES LISTED ON THE REVERSE HEREOF FOR RELEASE UNDER THIS ITEM ARE TO BE LANDED ONLY FOR THE PURPOSE MENTIONED IN THIS ITEM AND WILL BE RELADEN ON THE VESSEL.....

(Articles to be listed on the reverse side hereof showing date and hour of unlading and reladingl)

4. To land supplies, ships' stores, sea stores, or equipment not to be reladen, subject, however, to free or duty-paid entry (Sec. 446, Tariff Act of 1930), viz: .....
5. To discharge ballast which consists of ..... and which is of no commercial value and is not bought as merchandise.
6. To take on board while unlading during the ..... (Day or night) the following articles, viz .....
7. To lade merchandise or baggage requiring customs supervision.....
8. To retain on board the cargo manifested for.....
9 .....

Such lading or unlading to be done by day (or during other than official hours, if request for overtime services is made and approved),

on or from the ..... (Vessel)

of the ..... Line at or upon ..... (Pier, lighter, etc. List in sequence if more than one pier)

arrived or expected to arrive from ..... on ....., 194...

Bond for $....., dated ....., 194...

Master, Agent, or Owner.

Principal on bond ..... Address .....

To the CUSTOMS OFFICER CONCERNED:

Application approved and permit (license) granted. Inspectors will make their return on the back of this form. This permission will not become available, however, until after the manifest of said vessel shall have been delivered to the proper customs officers, and no part of the cargo, baggage, or other articles unladen shall be moved from the wharf, lighter, or other place of unlading before the issuance of a proper permit therefor, or, in the absence of a permit, at the expiration of the general order period.

....., 194...

Deputy Collector.

Request is made for the services of customs officers and employees during other than official hours on ....., 194... at ..... M., in connection with said vessel, for

( ) entry, clearance, etc.
( ) lading and unlading.
( ) .....

(If other services are desired state nature and place such services are to be performed)

Master, Agent, or Owner

To the CUSTOMS OFFICER CONCERNED:

Request for overtime services approved. You will assign the required number of inspectors and other employees. If no action is taken, note below.

....., 194...

Deputy Collector.

Inspectors and other employees will note overtime services performed on Customs Form 3853-A.

NOTE.—When discharge or lading is made at more than one pier, the inspector at each pier will make a separate return on the reverse side hereof. This permit must be sent from pier to pier by a customs messenger, or, if no messenger is available, it may be placed in a sealed envelope, addressed to the inspector at the next pier, and given to the master for delivery.

(OVER)

16—13630-2

See page 601 for discussion.

INSPECTOR'S RETURN

STATION No. ....., ..., 194....

To the COLLECTOR:

All articles covered by the above permit were discharged, released, laden, or reladen, or retained on board in accordance with the terms of this application and permit except, viz:

.....

.....

Inspector

INSPECTOR'S RETURN

STATION No. ....., ..., 194....

To the COLLECTOR:

All articles covered by the above permit were discharged, released, laden, or reladen, or retained on board in accordance with the terms of this application and permit except, viz:

.....

.....

Inspector.

INSPECTOR'S RETURN

STATION No. ....., ..., 194....

To the COLLECTOR:

All articles covered by the above permit were discharged, released, laden, or reladen, or retained on board in accordance with the terms of this application and permit except, viz:

.....

.....

Inspector.

RECORD OF ARTICLES RELEASED AND RELADEN UNDER ITEM No. 3

UNLADEN AND RELEASED					RELADEN		
Date	Hour	Description of article	Released to (Signature)	Inspector	Date	Hour	Inspector

U. S. GOVERNMENT PRINTING OFFICE 10—13530-2

Customs Form 3159
TREASURY DEPARTMENT
4 37, C. R. 1943
March 1943

FILE IN DUPLICATE

APPLICATION AND PERMIT TO ALLOW UNPERMITTED CARGO TO REMAIN UPON WHARF BEYOND 48-HOUR PERIOD

United States Customs Service

COLLECTION DISTRICT NO. _____, PORT OF _____

_____, 19____

TO THE COLLECTOR OF CUSTOMS:

Application is hereby made to allow the unladen but not permitted cargo of the _____ (Vessel)

_____ of the _____ Line, arrived

on _____, 19____, to remain on the wharf until _____ o'clock on _____, 19____

The owners of said vessel hereby agree to indemnify the Collector of Customs for and to save him harmless on account of any and all losses, claims, or risks which may result from the granting of this application, and the liability of said owners under this agreement shall continue until the merchandise is duly removed from the wharf under general order or until a permit for the removal thereof is granted. The rights and liabilities of the owners of said vessel and of the owners or consignees of the cargo, respectively, shall remain unimpaired by the granting of this application.

MARKS	NUMBERS	DESCRIPTION OF MERCHANDISE

(Consignees shall make applications to carrier for extensions.)

_____
Master, agent, or owner of vessel

[No Fee]

PERMIT

TO THE INSPECTOR:

The inspector on board the above-named vessel will allow the unladen but not permitted cargo to remain upon the wharf until _____ o'clock on _____, 19____, and as soon as practicable thereafter he will send cargo then remaining on the wharf and not permitted to the proper General-Order Store.

_____, 19____

_____
Collector.

Received by inspector at _____ o'clock _____, 19____

_____
Inspector.

U. S. GOVERNMENT PRINTING OFFICE 16—30682-1

See page 485 for discussion.

Form EQ-368-a
Revised Aug. 1, 1938

Customs Entry No. .....

I. T. No. .....
T. & E. No. .....
From Port of .....

Check Class of Entry Indicate *destination* of Transportation or Export Entry

Consumption ☐ W.H. ☐ Inf. ☐
I. T. to .....
Direct Export to .....
T. & E. to .....
via .....

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF ENTOMOLOGY AND PLANT QUARANTINE

WASHINGTON, D. C.

In compliance with the provisions of the Plant Quarantine Act of August 20, 1912, as amended, and the several Quarantines and the Rules and Regulations promulgated thereunder by the Secretary of Agriculture, the information called for in this form must be furnished in duplicate by the permittee, or his agent, to the Secretary of Agriculture, Washington, D. C., through the Collector of Customs concerned, immediately upon the arrival of the material.

Claude R. Wickard
Secretary of Agriculture

NOTICE OF ARRIVAL

..... (Port) ..... (Date)

BUREAU OF ENTOMOLOGY AND PLANT QUARANTINE,
Washington, D. C.

The material listed, consigned to ..... (Name of permittee) Permit No. .....

shipped by ..... (Name and address of foreign shipper)

from ..... (Port of departure) now at ..... (State pier or railroad terminal and location)

arrived at this port ..... (Date of arrival) on ..... (State name of vessel and steamship line or railroad and car No.)

Country and locality where grown, or, if cotton waste or bagging, where collected .....

[If a short shipment, state previous entry No.] .....

MARKS AND NUMBERS	QUANTITY AND WEIGHT (Give number and kind of container)	MATERIAL (Give exact designation)

Compared with invoice and found correct, except as noted.

..... *U. S. Customs Officer* ..... (Importer or broker at port of entry)

If treated, name of plant .... (Address)

NOTICE OF EXPORTATION

Exported from the port of ..... on ..... (Date)

by ..... (Indicate name of railroad (give car number), steamship line, or other carrier)

..... *Certifying Inspector.*

16—17511

See pages 91 and 474 for discussion.

Form EQ-587
(Revised April 1, 1944)

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF ENTOMOLOGY AND PLANT QUARANTINE

APPLICATION FOR PERMIT TO IMPORT PLANTS OR PLANT PRODUCTS

Date .....

A permit is requested to import under authority of the Plant Quarantine Act of 1912 the plants and plant products described below:

*Quantity**	*Exact Designation of the Plants or Plant Products†*

(Use reverse side if more space is needed)

Country and locality in which grown or produced .....

U. S. port of arrival .....

Will importation be by mail? Yes ☐ No ☐ Approximate date of arrival .....

Any special address or instructions for forwarding permit or importation or both? .....

.....

Are other importations contemplated in near future? Yes ☐ No ☐

For shipments in transit to foreign countries also indicate if exportation by air ☐, water ☐, rail ☐, or truck ☐, to ..... (Country), under T&E ☐ or DE ☐ customs entry.

.....
(Name of applicant)

.....
(Address)

By .....

Application to be forwarded to:

PLANT INSPECTION HOUSE
209 RIVER STREET
HOBOKEN, N. J.

*For permits involving indefinite quantities write "indefinite."
†For nursery stock give botanical or well-known names, and indicate whether seeds, bulbs, cuttings, or plants.

U. S. GOVERNMENT PRINTING OFFICE 16—70"01-1

See page 474 for discussion.

No. _____ **United States Post Office** Form 2921

S and E. No. _____

_____, 193_

Call at _____ between the hours of _____ a m and _____ p m., Saturday to 12 m. (Sundays and holidays excepted) for _____ {registered / ordinary} articles of foreign origin addressed to you and held for the reason indicated by an "X", or advise in writing of action to be taken.

☐ Supposed to contain matter (other than lottery matter) prohibited in the U. S. mails or liable to customs duties and not endorsed "May be opened for customs purposes before delivery to addressee" The Collector of Customs may open same if authorized by you on Form "Authorization to Open" below

☐ Sealed articles supposed to contain lottery matter The postmaster or his representative may open same if authorized by you on Form "Authorization to Open" below Otherwise article will be disposed of as provided in the postal regulations

☐ Parcels have been appraised and the following charges are to be collected:

Customs duty _____ $_____ Sender _____
Revenue tax _____ _____ Origin _____
Delivery charge _____ _____ Marks and nos. _____
TOTAL _____ $_____

Mail articles, if not called for within the time specified in the senders' return requests, or within 30 days if there be no time mentioned in the return requests, unless specially held on request of addressees, will be returned to country of origin

After 10 days, exclusive of Sundays and holidays, parcel-post packages will be subject to a charge of 5 cents per day for storage. In the case of parcel-post packages, a delivery fee of 5 cents and a customs clearance charge of 10 cents per parcel are collected A letter packet whether ordinary or registered is subject to a customs clearance charge of 10 cents. Proper identification of addressee is required

A verified written order is required to permit delivery of registered mail to other than the addressee.

AUTHORIZATION TO OPEN
(Return this authorization under cover of an envelope, postage prepaid)

I hereby authorize _____ to open sealed article before delivery to me

_____, 193__ _____
(Date) (Addressee)

DELIVERED TO— _____
(Name or signature of addressee)

Date _____, 193__

Delivered by _____
(Signature of person signing receipt if other than addressee)

PRESENT THIS NOTICE POSTMASTER.

U. S. GOVERNMENT PRINTING OFFICE 5—8669

POSTAL CUSTOMS DECLARATION

Form 2976-A
PLACE OF ORIGIN
Lieu d'expédition

UNITED STATES POST OFFICE
Administration des Postes des États-Unis d'Amerique

C2
PLACE OF DESTINATION
Lieu de destination

_____ _____

CUSTOMS DECLARATION
DÉCLARATION EN DOUANE

_____

M. _____
(Name and address of addressee)
(Nom et adresse du destinataire)

Number of packages and description of outer packing (package, box, bag, etc.) *Envois*		Statement of contents *Designation du contenu*	VALUE with precise indication of the monetary unit employed *VALEUR avec indication précise de l'unité monétaire employée*	WEIGHT *Poids*		Observations *Observations*
NUMBER *Nombre*	KIND *Espèce*			GROSS OUNCES *Brut Onces*	NET OUNCES *Net Onces*	
1	2	3	4	5	6	7
Country of origin or manufacture of the merchandise. *Pays d'origine ou de fabrication de la marchandise*		**Sender:** *L'expéditeur:*				

NOTE.—This form is to be *enclosed in* small packets and letter packages (not for parcel post) when a green customs label (Form 2976) is affixed to the wrapper.

U S GOVERNMENT PRINTING OFFICE 5—10679

See pages 288 and 477 for discussion.

CUSTOMS
(Douane)
May Be Officially Opened
(Peut être ouvert d'office)
2976 (C 1) 5—9120

POSTAL SERVICE, PARCELS

COUPON

STAMP OF OFFICE OF ORIGIN
(Timbre du Bureau d'Origine)

Form 2972

CUSTOMS STAMP
(Timbre de la Douane)

UNITED STATES OF AMERICA

DISPATCH NOTE
(Bulletin d'Expedition)

Number of Customs Declarations ..... Weight ..... Postage Paid .....
(Nombre de déclarations en douane) *(Poids)* *(Affranchissement perçu)*

CUSTOMS DUTIES
(Droits de Douane)

Insured No. .....
(Numéro d'assurance)

Amount of Insurance .....
(Valeur déclarée)

Bill No. ..... **Entry No.** .....
(Feuille de Route No.) *(Inscription No.)*

INSTRUCTIONS GIVEN BY SENDER
Dispositions de l'expéditeur

Senders must provide for an alternative disposition, striking out the requests not employed, as follows.

IF UNDELIVERABLE AS ADDRESSED.
Au cas de non-livraison, le colis doit être

(A) Deliver to .....
Livré à M

.....

(B) Abandon.
Abandonné

(C) Return to sender. Return charges guaranteed.
Renvoyé à l'expéditeur, qui s'engage à payer les frais de retour.

.....
(Signature of Sender—Signature de l'expéditeur)

.....
(Address of Sender—Adresse de l'expéditeur)

.....

RECEIPT OF THE ADDRESSEE
QUITTANCE DU DESTINATAIRE

The undersigned declares he has received
Le soussigné déclare avoir reçu
the parcel designated on this bulletin
le colis décrit sur le présent bulletin

Signature.....19.....

(Name of addressee—*Nom du destinataire*)

(Street and number—*Rue et numéro*)

(City, Province, State, etc.—*Ville, Province, Département, etc.*)

(Country—*Pays*)

See page 477 for discussion.

CUSTOMS DECLARATION.

Form 2966

QUANTITY	DESCRIPTION OF CONTENTS	VALUE $	VALUE Cents

To be filled out at the DISPATCHING EXCHANGE Office

Parcel Bill No. .....

Entry No. .....

(Date Stamp of Mailing Office)

DESCRIPTION OF PARCEL
(State whether Box, Package, Bag, etc.)

Gross Weight (Parcel) ... lbs. ... ozs.

Net Weight (Contents) ... lbs. ... ozs.

Insured No. .....

Amount of Insurance .....

INSTRUCTIONS GIVEN BY SENDER
Dispositions de l'expéditeur

Senders must provide for an alternative disposition, striking out the requests not employed, as follows:

IF UNDELIVERABLE AS ADDRESSED:
Au cas de non-livraison, le colis doit être

(A) Deliver to .....
Livré à M.

(B) Abandon.
Abandonné

(C) Return to sender. Return charges
Renvoyé à l'expéditeur, qui s'engage à payer
guaranteed
les frais de retour

(Signature of sender—*Signature de l'expéditeur*)

(Address of sender—*Adresse de l'expéditeur*)

The address of the package, box, bag, etc., should be written below as well as on the package, etc., itself.

(Name of addressee—*Nom du destinataire*)

(Street and number—*Rue et numéro*)

(City, Province, State, etc.—*Ville, Province, Département, etc.*)

(Country—*Pays*)

See page 477 for discussion.

If parcel is to be delivered to another address in country of destination, sender must complete section "A" and strike out all of sections "B" and "C"; if it is to be abandoned, strike out all of sections "A" and "C"; or if return is desired, strike out all of sections "A" and "B."

INTERNATIONAL PARCEL POST

Colis Postal International

INSTRUCTIONS GIVEN BY SENDER

Dispositions de l'Expéditeur

If undeliverable as addressed:

Au cas de non-livraison:

(*a*) Deliver to. (*Le colis doit être livré à*):

(*b*) Abandon. (*Abandon du colis*).

(*c*) Return to sender. Return charges guaranteed.
Le colis doit être renvoyé à l'expéditeur, qui s'engage à payer les frais de retour.

(Sender's signature—*Signature de l'expéditeur*)

GPO 16—8338

(To be filled out by accepting clerk)

WEIGHT

* ------ lbs.

------ OZS.

POSTAGE

$ ----------

CLERK'S INITIALS

* ----------

Form 2922

See page 477 for discussion.

POWER OF ATTORNEY

(The following acknowledgment should be taken by the officer who executes the power of attorney)

City ....., *County* ....., *State* ....., *ss:*

On this ..... day of ....., 194..., personally appeared before me .....,

residing at ....., to me known, who, being by me duly sworn, deposes and says that .....

is the ..... of the ....., the corporation described in the foregoing instrument; that the seal affixed to said instrument is the corporate seal thereof and was affixed thereto by order of the Board of Directors of said company, that he by like authority subscribed the corporate name to said instrument and signed his own name thereto

....., *Notary Public.*

(If resolution in any other form is adopted, a certified copy of the resolution must be attached to this power of attorney The Collector, when he deems it necessary, should require a certified copy of the articles of incorporation)

COPY OF RESOLUTION

WHEREAS, it is convenient and often necessary to issue power of attorney for the transaction of the customs business of the company;

NOW, THEREFORE, BE IT RESOLVED that the .....

of the .....

be, and any of them is hereby, authorized severally on behalf of said company to execute such powers of attorney appointing agents and attorneys with such powers as may be necessary and convenient to transact the business of the company with Collectors of Customs, and the company hereby ratifies and confirms whatsoever the said persons, or any of them, may lawfully do by virtue of the authority herein granted to them.

I, ..., of the .....

do hereby certify that the above and foregoing is a full, true, and correct copy of a resolution passed by the Board of Directors of the said ..... organized under the laws of the State of ....., at a regular meeting duly held on the ..... day of ....., 194..., a quorum being present, as the same appears on the records of the company, now in my possession and custody as ....., and I further certify that the above resolution is in accordance with the articles of incorporation and the bylaws of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the company, at the City of .....

....., this ..... day of ....., 194...

.....

.....

U. S. GOVERNMENT PRINTING OFFICE 16—19458-1

See page 480 for discussion.

Customs Form 5296
TREASURY DEPARTMENT
8.19, 17 2, C R 1943
June 1943

POWER OF ATTORNEY TO FILE PROTESTS (GENERAL)
U. S. CUSTOMS SERVICE

No. _____

KNOW ALL MEN BY THESE PRESENTS

That _____
(Full name of person or corporation, if partnership give full names of all members)

_____

a(n) _____ doing business as
(State whether individual, partnership corporation, etc.)

_____ under the laws of the State
(State trade partnership corporate or other name)

of _____ residing at _____ (Street) _____ (City) _____ (State)

having an office and place of business at _____ (Street) _____ (City)

_____, hereby constitute(s) and appoint(s) _____
(State) (Full name)

_____ of _____ as {my / our / its} true
(Address)

and lawful agent for and in {my / our / its} name, place, and stead, and in no other name, and from this date to make, sign, and file in Customs District No _____ such protests as are permitted by section 514 of the Tariff Act of 1930, hereby ratifying and confirming all that the said agent shall lawfully do by virtue of these presents and hereby revoking any and every other power granted by {me / us / it} to any attorney or agent to make, sign, or file such protests

This power of attorney shall remain in full force and effect until the expiration of 2 years from the date of its receipt in the office of the collector of customs of the said district, but shall be subject to revocation at any prior date by written notice given to and received by the said collector.

IN WITNESS WHEREOF, the said _____ has caused these presents to be sealed and signed this _____ day of _____, 19_____

_____ _____

_____
(Sign here if grantor is individual or partnership)

IN WITNESS WHEREOF, the said corporation has caused these presents to be sealed and signed by its _____ hereunto duly authorized, this _____ day of _____, 19_____

_____ _____

[CORPORATE SEAL] _____
(Sign here if grantor is a corporation)

PRINCIPAL _____ ATTORNEY _____

(Oath on back of this document must be taken in all cases) 16—35745-1 (OVER)

INDIVIDUAL ACKNOWLEDGMENT

CITY _____
COUNTY _____ } ss:
STATE _____

On this _____ day of _____, 19_____, personally appeared before me _____ residing at _____, known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged before me the foregoing power of attorney to be his free act and deed.

_____ _____
Notary Public.

CORPORATE ACKNOWLEDGMENT

(The following acknowledgment should be taken by the corporate officer or employee who executes the power of attorney)

CITY _____
COUNTY _____ } ss:
STATE _____

On this _____ day of _____, 19_____, personally appeared before me _____ residing at _____ known to me, who, being by me duly sworn, deposes and says that _____ is the _____ of the _____ the corporation described in the foregoing instrument and that he, being duly authorized, subscribed the corporate name to said instrument and signed his own name thereto.

_____
Notary Public.

U S GOVERNMENT PRINTING OFFICE 16—35745-1

See page 480 for discussion.

MARINE NOTE OF PROTEST

CITY AND COUNTY OF)
NEW YORK) SS.

Before me,....., a Public Notary, duly commissioned and sworn, dwelling in the..... Certificate filed in New York County, personally came..... ..... Master of the ..... called the..... of ..... of the burthen of.....tons or thereabouts, laden with..... and saith that he sailed from..... on the..... day of..... last, and..... ....and arrived at this Port of New York the..... day of.....194 but fearing damage enters his protest in due form of law, reserving to himself the right to extend the same in time and place convenient.

New York, ...194

.....Master.

Notary Public

I, ...do solemnly and truly state that the above is a true copy of the original now on file in my office.

Notary Public

See page 486 for discussion.

英商威利韓公司

WILLIAM HUNT & COMPANY

FEDERAL INC., U. S. A.

Shanghai Nanking Hankow Hongkong

Office of Origin:

CORRESPONDENTS IN THE UNITED STATES: CHINA CORPORATION 20 PINE STREET NEW YORK 5, N Y.

PURCHASE ORDER

OUR CONTRACT NO .. ..

BUYER'S ORDER NO. . .

Date

TO:

Please execute the following order in accordance with the terms, delivery, packing and shipping instructions specified. If you are unable to comply with any of the provisions, notify us at once and await our further instructions before proceeding with the order.

Invoice to

Ship to

Show on invoice and detailed packing list: Our Contract number, buyers order number and job number, package marks, and numbers, also cubic measurements, gross, net and tare weight of each package and contents of same.

Ship via
Mark R/R Bill of Lading "For Export".

If your prices do not include freight to seaboard prepay and add to your invoice.

Pack: Unless otherwise specified below, in strong export packages, iron strapped around both ends and rain proof Containers must occupy least possible cubic space Do not use second-hand or recoopered cases or hay straw, chaff, or grass packing Do not include any printed or advertising material unless explicitly specified

In addition to marks shown opposite here →

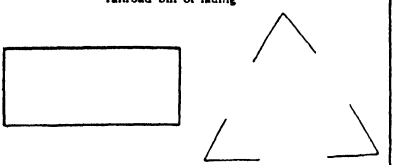
Every package must also be marked with the gross, net, and tare weights and outside dimensions.

Every article and container must be clearly marked in permanent manner to comply with foreign governments' country of origin regulations such as "made in U. S. America". If not familiar with these regulations communicate with us at once.

Shipment Required. . . . . . .

Terms. . . . . . .

MARKS Must be clearly stenciled twice on each package and must be shown on invoices and railroad bill of lading



Number packages from . . .. up.

Documents required

- ☐ Commercial invoices copies
- ☐ Shipped on board Ocean B/L
- ☐ Marine insurance certificate
- ☐ Warrisk insurance for. ..% above invoice value
- ☐ Consular invoices
- ☐ Certificate of origin
- ☐ Packing lists copies
- ☐ signed copies of packing listed enclosed in an envelope must be put in each package
- ☐

References:

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL

Verified

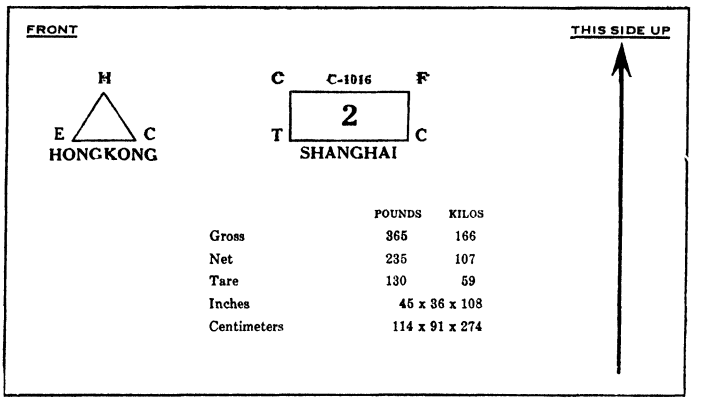
By . . . . . .

ACCOUNTANT

See pages 260 and 363 for discussion.

RECOMMENDED TYPICAL CASE MARKINGS

WHICH SHOULD BE STENCILED ON TWO DIFFERENT SIDES OF EACH PACKAGE IN LETTERS NOT LESS THAN 1¼" HIGH





Exclusive Distributors
William Hunt & Co. Fed Inc., U. S. A.
53 Foochow Road, Shanghai China
Telephone: 18691-6

獨家經理
美商衛利韓公司
上海福州路五十三號
電話：一八六九一：六

(PERMANENT OR TEMPORARY) REGISTER No.

THE UNITED STATES OF AMERICA

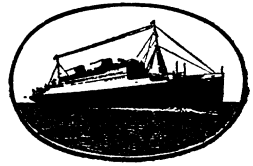
UNITED STATES CUSTOMS SERVICE

OFFICIAL NUMBER	COMBINED SIGNAL AND RADIO CALL LETTERS

Measured _____, 1____

Rebuilt at _____, 1____

Remeasured _____, 1____



Service _____

Number of crew, excluding master _____

Horsepower _____

Certificate of Registry

IN PURSUANCE OF CHAPTER ONE, TITLE XLVIII

"REGULATION OF COMMERCE AND NAVIGATION," REVISED STATUTES OF THE UNITED STATES

(CHAPTER 2, TITLE 46, "SHIPPING," CODE OF LAWS OF THE UNITED STATES)

[1] _____

having taken and subscribed the oath[2] _____ *required by law, and having sworn*[3] _____ *that*

[4] _____

_____ *citizen of the United States and the sole owner of the vessel called the* _____

[5] _____, *of* _____
(Name of vessel) (Home port)

whereof _____ *is at present master, and is a citizen of the United States,*

*and that the said vessel was built in the year 1*_____, *at* _____, *of*[6] _____

as appears by[7] _____

_____

and[8] _____ *having certified that*

the said vessel is a[9] _____; *that she has*

_____ *deck* , _____ *mast* , *a* _____ *stem, and a* _____ *stern; that*

her register length is _____ 10 *feet, her register breadth* _____ 10 *feet, her register depth* _____ 10 *feet,*

her height _____ 10 *feet; that she measures as follows:*[10]

See pages 140, 284–285, 600, and 603 for discussion.

	TONS	100THS
Capacity under tonnage deck, -		
Capacity between decks above tonnage deck, - - - - - - - - - - - - - - - - - -		
Capacity of enclosures on the upper deck, viz: Forecastle ________; *bridge* ________; *poop* ________; *break* ________;		
houses—round ________, *side* ________, *chart* ________, *radio* ________; *excess hatchways* ________; *light and air* ________;		
Gross tonnage, - -		
Deductions under Section 4153, Revised Statutes, as amended (Section 77, Title 46, United States Code):		
Crew space, ________; *Master's cabin,* ________;		
Steering gear, ________; *Anchor gear,* ________; *Boatswain's stores,* ________;		
Chart house, ________; *Donkey engine and boiler,* ________; *Radiohouse,* ________;		
Storage of sails, ________; *Propelling power (actual space* ________), ________;		
Total deductions, - - - - - -		
Net tonnage, - -		

The following-described spaces, and no others, have been omitted, viz: Forepeak ________, *afterpeak* ________, *other spaces (except double bottoms) for water ballast* ________; *open forecastle* ________, *open bridge* ________, *open poop* ________, *open shelter deck* ________, *cabins* ________, *companions* ________, *galley* ________, *skylights* ________, *wheelhouse* ________, *water-closets* ________; *anchor gear* ________, *condenser* ________, *donkey engine and boiler* ________, *steering gear* ________, *light and air over propelling machinery* ________, *other machinery spaces* ________

And[11] ________________ ***having agreed to the description and measurement above specified, the vessel has been duly REGISTERED at this PORT;***

***GIVEN** under my hand and seal at the **PORT** of* ________________,

this ________ *day of* ________________

[SEAL] *in the year **One Thousand Nine Hundred and*** ________

IMPRESS SEAL OF COLLECTOR

____
Commissioner of Customs

____
Collector of Customs.

[1] Insert name and address of person by whom oath or affirmation was made.
[2] Substitute "affirmation" when necessary.
[3] Substitute "affirmed" when necessary
[4] Insert the name and business address of the owner If there are two or more owners, give the name and business address of one of the owners (managing owner, if one has been designated) and the proportion owned by him, followed by the names of the other owners and the proportions owned by each If any owner is a corporation, give the corporate name followed by the words "incorporated under the laws of the State of ——— (inserting the appropriate State name)"
[5] Insert the name exactly as it appeared on the preceding document, or, in the case of a first document, as it appeared on the application for official number If the vessel has borne another name or a motorboat number immediately prior to documentation or redocumentation, give such name or number in parentheses, preceded by the prefix "ex-," immediately following the documented name.
[6] Write "wood," "iron," "steel," or as required.

[7] On the first document of a new vessel, write in this blank "certificate of ________, builder" On every document other than the first recite whether the last former document was permanent or temporary, the kind, number, date and place of issue of such former document, whether the original or a copy of the former document was surrendered, and the reason for issue of the new document.
[8] Write "said register," "said enrollment," or "said license." In the first document of a new vessel, give the name and title of the admeasurer
[9] For a vessel having a steam (or an internal combustion) engine write "steam (or gas or oil) side-wheel," "steam (or gas or oil) stern-wheel," "steam (or gas or oil) screw," as case may be
[10] Insert dimensions and tonnages exactly as they appear on the preceding document (or the certificate of admeasurement in case of a change in tonnage or upon issuance of the first document)
[11] Give the name of the person agreeing to the description and measurement and the capacity in which he acts (owner, master, or agent) In the first document, the name should be that of the person countersigning the certificate of admeasurement.

U. S. GOVERNMENT PRINTING OFFICE 16—17002-1

ENDORSEMENTS OF CHANGE OF MASTERS

(1)
Port of ....., 19.....

....., having taken the oath required by law, is at present master of the within-named vessel.

....., *Acting Deputy Collector of Customs.*

(2)
Port of ....., 19.....

....., having taken the oath required by law, is at present master of the within-named vessel.

....., *Acting Deputy Collector of Customs*

(3)
Port of ....., 19.....

....., having taken the oath required by law, is at present master of the within-named vessel.

....., *Acting Deputy Collector of Customs*

(4)
Port of ....., 19.....

....., having taken the oath required by law, is at present master of the within-named vessel.

....., *Acting Deputy Collector of Customs*

(5)
Port of ....., 19.....

....., having taken the oath required by law, is at present master of the within-named vessel.

....., *Acting Deputy Collector of Customs*

(6)
Port of ....., 19.....

....., having taken the oath required by law, is at present master of the within-named vessel.

....., *Acting Deputy Collector of Customs*

(7)
Port of ....., 19.....

....., having taken the oath required by law, is at present master of the within-named vessel.

....., *Acting Deputy Collector of Customs.*

(8)
Port of ....., 19.....

....., having taken the oath required by law, is at present master of the within-named vessel.

....., *Acting Deputy Collector of Customs*

(9)
Port of ....., 19.....

....., having taken the oath required by law, is at present master of the within-named vessel.

....., *Acting Deputy Collector of Customs.*

(10)
Port of ....., 19.....

....., having taken the oath required by law, is at present master of the within-named vessel.

....., *Acting Deputy Collector of Customs*

(11)
Port of ....., 19.....

....., having taken the oath required by law, is at present master of the within-named vessel.

....., *Acting Deputy Collector of Customs*

(12)
Port of ....., 19.....

....., having taken the oath required by law, is at present master of the within-named vessel.

....., *Acting Deputy Collector of Customs.*

(13)
Port of ....., 19.....

....., having taken the oath required by law, is at present master of the within-named vessel.

....., *Acting Deputy Collector of Customs*

(14)
Port of ....., 19.....

....., having taken the oath required by law, is at present master of the within-named vessel.

....., *Acting Deputy Collector of Customs.*

(15)
Port of ....., 19.....

....., having taken the oath required by law, is at present master of the within-named vessel.

....., *Acting Deputy Collector of Customs*

(16)
Port of ....., 19.....

....., having taken the oath required by law, is at present master of the within-named vessel.

....., *Acting Deputy Collector of Customs*

(17)
Port of ....., 19.....

....., having taken the oath required by law, is at present master of the within-named vessel.

....., *Acting Deputy Collector of Customs*

(18)
Port of ....., 19.....

....., having taken the oath required by law, is at present master of the within-named vessel.

....., *Acting Deputy Collector of Customs*

16—17003-1

[F]

(1) PREFERRED MORTGAGE ENDORSEMENT

(MERCHANT MARINE ACT, 1920 SEC. 30, U. S. C., TITLE 46, CHAPTER 25)

MORTGAGE DESCRIPTION

(SUBSECTION Dc)

Mortgagor .....

Mortgagee .....

Endorsed ....., 19..., at .....m

Total amount, $ .....

Date of maturity ....., 19.....

Discharge amount, $ .....

Port of .....

[SEAL]

Deputy Collector of Customs

MORTGAGE DISCHARGE

(SUBSECTION Gb)

Port of .....

....., 19 .....

The sum of $ ..... *has been paid on the above-described mortgage, the certificate of such discharge being filed in this office*

....., 19...., at ..... m.

[SEAL]

Deputy Collector of Customs

Official No .....

Customs Form 1965

UNITED STATES CUSTOMS SERVICE

(Permanent or temporary)

CERTIFICATE OF REGISTRY

No. .....

OF THE

.....

CALLED THE

.....

OF

.....

..... *gross*, ... *net*

ISSUED AT THE

Port of .....

....., 19.....

WHERE SURRENDERED:

.....

WHEN SURRENDERED

.....

WHY SURRENDERED

.....

.....

.....

.....

Deputy Collector of Customs

(2) PREFERRED MORTGAGE ENDORSEMENT

(MERCHANT MARINE ACT 1920, SEC. 30 U. S. C., TITLE 46, CHAPTER 25)

MORTGAGE DESCRIPTION

(SUBSECTION Dc)

Mortgagor .....

Mortgagee .....

Endorsed ....., 19....., at .....m.

Total amount, $ .....

Date of maturity ....., 19.....

Discharge amount, $ .....

Port of .....

[SEAL]

Deputy Collector of Customs

MORTGAGE DISCHARGE

(SUBSECTION Gb)

Port of .....

....., 19.....

The sum of $ ..... *has been paid on the above-described mortgage, the certificate of such discharge being filed in this office*

....., 19....., at ..... m.

[SEAL]

16—17022-1

Deputy Collector of Customs

Customs Form 4455
TREASURY DEPARTMENT
10.8, 10.68, C. M. 1943,
10.8, 10.28, 10.42, 10.68, C. R. 1943
January 1945

BUREAU OF CUSTOMS

No. .....

APPLICATION FOR AND CERTIFICATE OF REGISTRATION OF ARTICLES TO BE EXPORTED FOR REPAIRS OR ALTERATIONS, PERSONAL USE, TOURING, ETC., ALSO THEATRICAL EFFECTS, MOVING-PICTURE FILMS, AND TRAVELERS' SAMPLES

PORT OF ....., ..., 19.....

To the Collector of Customs:

Application is hereby made for inspection and certificate of registration of the following articles to be taken out of the United States, viz:

(This space for use of examiner. If exportation is for repairs or alterations, notation should be made by examiner on both copies as to whether the work to be done is believed to be within the purview of Sec. 10.8, C. R. 1943.)

.....

(Describe fully, giving quantity, material, color, type, make, identification numbers, etc. One unmounted photograph may be required)

.....

.....

.....

(Use reverse side for remainder of description of articles to be registered)

Owner ..... Obtained from ..... (Dealer) Place ..... (Address)

To be sent or taken abroad for the purpose of ..... (Repairs, alterations, personal use, touring, etc.)

..... (If for repairs or alterations, state nature thereof)

To be shipped as ..... (Freight, baggage, etc.) on the ..... (Carrier or mail) on or about ....., 19.....

[1] *See pages 907 and 508–509 for discussion.*

I declare that the above statements are correct and true.

(*Sign here*) .....

Place ..... Time .....
(Articles must be delivered to appraiser for inspection. If such delivery is impracticable for any reason, state on line above the place and time when inspection is desired)

Capacity .....

Address .....

Declared to before me on ....., 19.....

TO THE APPRAISER: You will examine the above-described articles and make your return hereon.

TO THE INSPECTOR: You will supervise the packing, transfer, and lading of the above-described articles, and make your return hereon unless otherwise directed.

....., *Acting Deputy Collector.*

OFFICE OF APPRAISER, PORT OF ....., ..., 19.....

I certify that I have examined the above-described articles and find the articles in all particulars to be as set forth above unless otherwise noted.

....., 19..... ....
Examiner. *Acting Deputy Collector or Appraiser.*

INSPECTOR'S RETURN

TO THE COLLECTOR:

I certify that I have supervised the packing and transfer of the above-described goods and found them as described above, except as noted, and supervised the lading thereof on board the ..... (Carrier or P.O. Register No.) on ....., 19.....

Station ....., ..., 19..... ....., *Inspector.*

This form to be filed in duplicate, one copy to be retained as customs record, and duplicate, when signed by appraiser or collector, to be delivered to applicant as a certificate for presentation to customs officers when articles are returned. If returned through another port, original must be transmitted to collector at port of entry on request. No fee.

U. S. GOVERNMENT PRINTING OFFICE 16—9627-1

[2]

Form No. 180—Consular
Corrected, April 1935

CERTIFICATE OF FOREIGN SHIPPER AND BOX MAKER FOR RETURNED AMERICAN SHOOKS OR STAVES

CERTIFICATE OF FOREIGN SHIPPER

I, ..., of ....., do hereby certify that, to the best of my knowledge and belief, the boxes and (or) barrels mentioned in (the annexed invoice)[1] (Invoice No ....., of ....., 19.....)[1] are made (wholly)[1] (except for the ends and partitions)[1] of shooks (or staves) of the manufacture of the United States, as stated in the accompanying certificate of ....., box maker, that the shooks (or staves) were exported from ..... per S. S. ....., on ....., 19....., and that the said boxes (or barrels) (will be)[1] (have been)[1] filled with ....., covered by the above-mentioned invoice, and (will be)[1] (have been)[1] shipped to the port of ....., in the United States, per S S ....., sailing from ....., on ....., 19....

Dated at ....., this ..... day of ....., 19.....

.....
Shipper

CERTIFICATE OF BOX MAKER

I, ..., of ....., do hereby certify that the boxes and (or) barrels mentioned in the annexed "Certificate of Foreign Shipper" were made by me (wholly)[1] (except for the ends and partitions)[1] from shooks (or staves) of the manufacture of the United States, as follows

Number of boxes or barrels	Dimensions	Number of shooks or staves used and size thereof	Number of superficial feet used

Dated at ....., this ..... day of ....., 19.....

.....
Box Maker.

[1] Cross out inapplicable words

(SEE INSTRUCTIONS PRINTED ON REVERSE SIDE)

1—99

See page 157 for discussion.

Form No. 131—Foreign Service
Revised May 1945

CONSULAR CERTIFICATE FOR RETURNED AMERICAN SHOOKS OR STAVES

(To be issued only after certificates on Form 130 have been approved and filed)

I, ... , ... of the United States of America at ..... , do hereby certify that the certificates of the shipper and box maker required by the Customs Regulations have been filed with me, and that such certificates and the records of this consulate show that the boxes and (or) barrels described in (the annexed invoice)[1] (Invoice No ., of ....., 19.....)[1] were manufactured from shooks or staves covered by a certificate of exportation issued by the collector of customs at the port of ....., on ....., 19....., and exported from the port of ....., on the S. S. ....., which sailed on ....., 19.....

In testimony whereof I have hereunto subscribed my name and affixed the seal of my office at ..... this ..... day of ....., 19.....

[1] Cross out inapplicable words.

[SEAL]

..... of the United States of America.

(To be issued in duplicate with inapplicable words crossed out, original to be attached to original copy of consular invoice, the duplicate together with the original certificates on Form 130 to be attached to the duplicate copy of the consular invoice and filed therewith No extra fee to be collected, as fee for invoice covers this certificate)

U S GOVERNMENT PRINTING OFFICE 16—44750-1

Customs Form 3311
TREASURY DEPARTMENT
§§ 3, 10 1, 10 6, C R 1943
Nov. 1938

Number and Date of Entry

AFFIDAVIT FOR FREE ENTRY OF RETURNED AMERICAN PRODUCTS

(Par. 1615, Tariff Act of 1930, as amended by Sec. 35, Cust. Admin. Act of 1938)

UNITED STATES CUSTOMS SERVICE

District No. ..... *Port of* .....

Collector's Office, ..., 19.....

I, ..., ... *of* .....
(Title, if any) (Name of corporation or partnership, if any)

declare under oath that the following-described articles, viz: .....

.....

.....

.....

are, to the best of my knowledge and belief, truly and bona fide of the .....
(Growth, production, or manufacture)

of the United States; that they were shipped from the United States on or about .....,

19....., *by* .....,
(Actual shipper) *address* .....,

to ...., *address* .....,

that they are returned to ....., *address* .....,
without having been advanced in value or improved in condition by any process of manufacture or other means; and that no drawback, bounty, or allowance has been paid or admitted thereon, or on any part thereof.

I further declare that if any notice or notices of intent to export articles with benefit of drawback was or were filed upon exportation of this merchandise from the United States, it or they has or have been abandoned.

Remarks: .....

.....

.....

....
(Name) (Capacity)

Address: .....

Declared to under oath before me this ..... *day of* ....., 19.....

.....

.....
(Title or designation)

NOTE.—Where notice of intent has been abandoned, the number thereof should be specified under "Remarks."

(This affidavit may be made before any person authorized to administer oaths under Sec 486, Tariff Act of 1930, or Notary Public, etc.)

U. S. GOVERNMENT PRINTING OFFICE 16—36337-1

See pages 48 and 524 for discussion.

Form 1964
FEDERAL SECURITY AGENCY
U. S. PUBLIC HEALTH SERVICE
December 1939

UNITED STATES OF AMERICA
PORT SANITARY STATEMENT

Port of Boston, Mass.

Number of cases and deaths from quarantinable diseases reported occurring in this port during the two weeks ending Aug. 19, 19

QUARANTINABLE DISEASES	NUMBER CASES	NUMBER DEATHS	REMARKS[1]
Plague	0	0	
Cholera	0	0	
Yellow fever	0	0	
Typhus fever	0	0	
Smallpox	0	0	

[1] State under "Remarks" measures taken for protection of port from quarantinable diseases and early detection of infection therewith—i. e., rat examination and extermination, prevalence of *stegomyia calopus*, character of public water supply and sewage disposal, etc

Number of cases and deaths from communicable diseases reported occurring in this port during the two weeks ending Aug. 19, 19

COMMUNICABLE DISEASES	NUMBER CASES	NUMBER DEATHS	REMARKS[1]
Cerebrospinal meningitis (epidemic)	12	2	
Diphtheria	1	0	
Chicken pox	0	0	
Encephalitis (epidemic)	0	0	Measles 46 0
Gastro intestinal enteritis	0	0	
Influenza	0	0	Whooping Cough. . . . 29 0
Leprosy	0	0	
Pneumonia lobar	16	4	
Poliomyelitis (anterior)	5	0	
Scarlet fever	20	0	
Septic sore throat	0	0	
Typhoid fever	0	0	
Tuberculosis (pulmonary)	29	13	

[1] State under "Remarks" any condition affecting public health which exists in the port

The present officially estimated population of this port is 800,000

Given under my hand and seal to the ~~San~~ S. S. Samuel de Champlain

of San Francisco this 29 day Aug., 19

[SEAL]

H. E. Hasseltine, Medical Director
Chief Quarantine Officer, U. S. Public Health Service.

16—11588

U. S. GOVERNMENT PRINTING OFFICE

See pages 476 and 490 for discussion.

STANDARD ARRIVAL CONTRACT
of the
American Spice Trade Association
As amended, effective on and after Sept. 1, 1944

New York.

Sold for account of M _____

to M _____

Quantity, about _____

Article _____

Quality _____

Price _____
(*Any change in present import duties of the U.S.A. and any Federal, State and Municipal taxes shall be for account of buyer*)

Shipment _____

By Steamer or Steamers during _____

_____ 19 , *direct or indirect to* _____

Terms _____

Weights _____

Tares _____

Insurance _____
Insurance to include War Risk according to American Institute form or equivalent prevailing at the time of shipment, but any expense for covering war risk in excess of one-half of one per cent (½%) to be for account of Buyers. Rate of insurance to be approximately that ruling in New York at the time of shipment.

WAIVER OF PERSONAL SERVICE

Each party to a submission or other agreement which provides for arbitration under these rules, shall be deemed to have consented that any papers, notices or process necessary or proper for the institution or continuation of an arbitration proceeding under these rules or for the confirmation of an award and entry of judgment on an award made thereunder, including appeals in connection therewith, may be served upon such party (a) by mail addressed to such party's last known address or (b) by personal service, within or without the State wherein the arbitration is to be held, or within or without the limits of the jurisdiction of the Court having jurisdiction in the premises (whether such party be within or without the United States of America) or (c) where a party to a controversy is not located in the City of New York, by mail or personally, as provided in (a) and (b) hereof, upon his agent or broker through whom the contract was made; provided that a reasonable time shall be allowed such party to appear and defend.

All questions and controversies, and all claims arising under this Contract shall be submitted to and settled by Arbitration under the Rules of The American Spice Trade Association printed on the reverse side hereof. This contract is made as of in New York,

ACCEPTED

_____
Signature.

See pages 88 and 536–537 for discussion.

Sales 19-7-43-500

EXPORT SUGAR
CONTRACT

CONTRACT NO. _____ NEW YORK, N Y _____, 194__

BASIS _____

D/B _____

THE NATIONAL SUGAR REFINING COMPANY, THE SELLER,

agrees to sell to



_____,
(NAME OF BUYER)

OF _____, THE BUYER,
(ADDRESS OF BUYER)

and the Buyer agrees to buy from Seller, for export only (this being of the essence of the contract), subject to and upon the packing and delivery provisions set out below and all of the terms and conditions appearing on the reverse side hereof, which are part of this contract:—



Packing:—

Deliveries:—

_____, Buyer,

By _____.

Witness: _____

THE NATIONAL SUGAR REFINING COMPANY,
Seller,

_____, Broker By _____

BUYER'S COPY

[1]

See pages 546–547 for discussion.

TERMS AND CONDITIONS

PAYMENT.—Net cash in New York in United States Currency upon presentation of shipping documents. Each delivery to be paid for separately. Buyer to furnish Seller, on demand, with irrevocable letter of credit, payable at a New York bank, for all or any part of the purchase price.

SHIPPING INSTRUCTIONS.—Complete shipping instructions covering each delivery shall be furnished by Buyer to Seller, on the latter's export shipping order forms, at least seven days before Seller is required to make such delivery, and shipping instructions covering all deliveries to be made hereunder by Seller shall, in any event, have been furnished to it by Buyer, complete, not later than seven days prior to the date when the final delivery is to be made. If Buyer fails to furnish shipping instructions as above, Seller may, without waiving any of its rights (including the right at any time to terminate this contract and to decline to deliver or to hold Buyer responsible for breach of contract), await shipping instructions as to any or all of the shipments to be made hereunder, and deliver in accordance therewith. Buyer shall not require, and Seller shall not be obligated to make, any delivery of less than five tons.

WEIGHT.—Net shipping weights. Ton to be 2240 pounds avoirdupois weight (16 ounces to the pound).

CUSTOM HOUSE ENTRY.—Buyer agrees to pay to the Seller $4.00 for each Custom House entry, and the expense of each Navicert, that may be necessary in connection with the carrying out of this contract.

CERTIFICATES OF ORIGIN.—Will be furnished by Seller when requested; but at Buyer's expense and for his account.

DRAWBACK, ETC.,—Buyer agrees to export sugar set forth as above and to furnish Seller promptly, free of charge, Custom House Bill of Lading and Internal Revenue copy, in each of which Seller is designated as shipper, and, if necessary, Landing Certificate sworn to before Custom House Officials at foreign port of entry, or any other document required by any law, regulation or action of any governmental body or agency; also if for any reason, sugars are diverted from steamer mentioned on withdrawal, Buyer shall execute and deliver to Seller, at least eight hours before sailing of substitute vessel, a written notice thereof naming such substitute vessel THE DRAWBACK is payable to the Seller. If, for any reason whatsoever, the Buyer shall fail to furnish the documents as aforesaid, or if for any other cause, excepting only the Seller's fault, the Seller shall be deprived of the benefit of any drawback, or of any tax refunds, allowed by law, the Buyer hereby agrees to pay to the Seller, on demand, a sum equal to the amount which the Seller would have recovered by way of drawback and/or tax refunds but for such non-performance Should Buyer fail to export sugar, for any reason whatsoever, within ten days from date Seller delivers it alongside vessel or pier as ordered by Buyer, Buyer shall pay Seller the amount of drawback of duty, and of any processing or other tax refunds, that Seller would have recovered had Buyer completed exportation of the sugar within such ten-day period Should exportation of sugar be completed thereafter, Seller agrees to file claim for such drawback and tax refunds, upon Buyer's furnishing Seller with timely notice of Buyer's intent so to export and with all necessary documents; Seller further agrees to pay to Buyer all such drawback of duty and tax refunds, as and when collected

DELIVERY.—Sugar shall be delivered hereunder by Seller within lighterage limits of New York Harbor, pursuant to reasonable shipping instructions to be furnished by the Buyer as provided above, and shall be delivered on lighter or by truck alongside steamer or steamers for which permit has been issued or, if the steamer fails to be at the dock or place specified in the permit, then alongside pier mentioned in such permit, and thereafter Buyer assumes all risk of damage or loss If delivery is not taken when tendered by Seller, Seller may cancel contract, or may hold the Buyer liable for the difference between the contract price and the market price of the similar grade of refined sugar for export at the time and place of delivery; or may sell the sugar for the account of the Buyer and hold the Buyer for the difference between the price realized on such sale and the contract price, together with expenses of such sale, or may store the sugar for the Buyer's account, all lighterage, cartage, insurance and other charges being at the Buyer's expense, and hold the Buyer for the contract price and all charges and interest thereon. Seller may deliver in installments Seller shall not be deemed to have waived any rights hereunder by reason of delivery after expiration of the delivery period prescribed herein, or by extension of such delivery period by agreement with the Buyer or otherwise

DEMURRAGE.—All demurrage, lighterage, dockage, storage, cartage or other handling charges incurred by reason of the failure of the steamer or other carrier to accept sugar in accordance with Buyer's instructions, are to be paid by the Buyer, on demand, at sugar refiners' rates

DUTIES AND TAXES.—Should raw or refined sugar or sugar refining be subjected to any additional charges including, without limitation, any new or increased duties, excise or other taxes, and any reduction or repeal of, or government refusal, through no fault of Seller's, to pay drawback, the price per pound of all sugar remaining undelivered hereunder when any such additional charge becomes effective, and of all delivered sugar affected by any reduction or repeal of drawback, shall be increased by the amount by which Seller's costs per pound of refined sugar are increased by reason thereof

JURISDICTION.—This contract shall be construed, and the rights of the parties hereunder determined, in accordance with the laws of New York All disputes arising under, out of or in connection with this contract shall be submitted to, and shall be determined by, arbitration in accordance with the provisions of the Arbitration Law and the Civil Practice Act of New York.

GENERAL CONDITIONS.—Seller is not liable if delivery is prevented or delayed by any contingency beyond Seller's control including, without limitation, accident, fire, flood, fog, any Act of God, lockout, strike or other labor troubles, war conditions, civil commotion, embargo, any regulation or action on the part of any government or governmental agency, or the interruption, by any such contingency, of the Seller's supply of raw material for manufacturing sugar. No limitations, modifications or deletions, express or implied, of any of the terms hereof shall be binding on Seller unless expressly assented to in writing, or endorsed hereon, by Seller This contract is not binding upon the Seller, unless and until it, or a duplicate original copy thereof, is signed in Seller's behalf by one of its authorized representatives at its office at 129 Front Street, New York, N Y It sets forth the entire understanding between the parties; it can be changed or altered only by a supplemental agreement of the parties in writing; and it is not subject to any collateral or other oral agreement or representation.

Form X 31 B 10-38 BROKER'S COPY

Export Sugar Contract

New York, ... 19....

Bought from **Sugar Export Corporation** Contract No.....

By..... Basis.....

..... Less.....

For Export to (Country)..... D/B.....

.....Bags Fine Granulated Sugar..... @.....Cents per pound

.....Barrels ..... @..... " " "

..... @..... " " "

Extra Charges.....

Free Alongside Steamer — Shipment from.....

Delivery to be taken.....

Payment NET CASH on Presentation of Shipping Documents

Buyer to give Seller at least seven days notice of arrival of all vessels

The Buyer agrees to Export Sugar set forth as above and to furnish Seller promptly Custom House Bill of Lading and Landing Certificate and to pay Seller for each Custom House entry a fee of $4 00

Drawback payable to Seller, and if Seller is unable to collect same or any part thereof through any neglect on Buyer's part, Buyer to reimburse Seller promptly.

Any Demurrage, Lighterage or Extra Cartage incurred by reason of the Vessel failing to accept goods in accordance with Shipping Permit or Buyer's instructions, to be for Buyer's account.

If delivery is not taken as above specified, Seller may cancel Contract or sell Sugar for account of Buyer, or send Sugar to Store with Lighterage, Cartage, Insurance and other charges at expense of Buyer.

Seller not responsible for delay or failure in Delivery by reason of War Conditions, Embargoes, Fires Strikes, Labor Difficulties, Acts of God, Accidents or other causes beyond Seller's control.

Accepted

....

Buyer Broker

SPACE BELOW FOR USE OF SUGAR EXPORT CORPORATION

WITHDRAWALS

DATE		ORDER NO	ORDERED	BAL DUE	DATE		ORDER NO	ORDERED	BAL DUE	DATE		ORDER NO	ORDERED	BAL DUE

Entry Clerk	Quantities on Bag Basis	Credit Dept.		Reported in Sales	

[PUBLIC—No. 316—73D CONGRESS]
[H.R. 8687]
AN ACT
To amend the Tariff Act of 1930

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Tariff Act of 1930 is amended by adding at the end of title III the following:

"PART III—PROMOTION OF FOREIGN TRADE

"SEC. 350. (a) For the purpose of expanding foreign markets for the products of the United States (as a means of assisting in the present emergency in restoring the American standard of living, in overcoming domestic unemployment and the present economic depression, in increasing the purchasing power of the American public, and in establishing and maintaining a better relationship among various branches of American agriculture, industry, mining, and commerce) by regulating the admission of foreign goods into the United States in accordance with the characteristics and needs of various branches of American production so that foreign markets will be made available to those branches of American production which require and are capable of developing such outlets by affording corresponding market opportunities for foreign products in the United States, the President, whenever he finds as a fact that any existing duties or other import restrictions of the United States or any foreign country are unduly burdening and restricting the foreign trade of the United States and that the purpose above declared will be promoted by the means hereinafter specified, is authorized from time to time—

"(1) To enter into foreign trade agreements with foreign governments or instrumentalities thereof; and

"(2) To proclaim such modifications of existing duties and other import restrictions, or such additional import restrictions, or such continuance, and for such minimum periods, of existing customs or excise treatment of any article covered by foreign trade agreements, as are required or appropriate to carry out any foreign trade agreement that the President has entered into hereunder. No proclamation shall be made increasing or decreasing by more than 50 per centum any existing rate of duty or transferring any article between the dutiable and free lists. The proclaimed duties and other import restrictions shall apply to articles the growth, produce, or manufacture of all foreign countries, whether imported directly, or indirectly: *Provided*, That the President may suspend the application to articles the growth, produce, or manufacture of any country because of its discriminatory treatment of American commerce or because of other acts or policies which in his opinion tend to defeat the purposes set forth in this section; and the proclaimed duties and other import restrictions shall be in effect from and after such time

See page 553 for discussion.

as is specified in the proclamation. The President may at any time terminate any such proclamation in whole or in part.

"(b) Nothing in this section shall be construed to prevent the application, with respect to rates of duty established under this section pursuant to agreements with countries other than Cuba, of the provisions of the treaty of commercial reciprocity concluded between the United States and the Republic of Cuba on December 11, 1902, or to preclude giving effect to an exclusive agreement with Cuba concluded under this section, modifying the existing preferential customs treatment of any article the growth, produce, or manufacture of Cuba: *Provided*, That the duties payable on such an article shall in no case be increased or decreased by more than 50 per centum of the duties now payable thereon.

"(c) As used in this section, the term 'duties and other import restrictions' includes (1) rate and form of import duties and classification of articles, and (2) limitations, prohibitions, charges, and exactions other than duties, imposed on importation or imposed for the regulation of imports."

SEC. 2. (a) Subparagraph (d) of paragraph 369, the last sentence of paragraph 1402, and the provisos to paragraphs 371, 401, 1650, 1687, and 1803 (1) of the Tariff Act of 1930 are repealed. The provisions of sections 336 and 516(b) of the Tariff Act of 1930 shall not apply to any article with respect to the importation of which into the United States a foreign trade agreement has been concluded pursuant to this Act, or to any provision of any such agreement. The third paragraph of section 311 of the Tariff Act of 1930 shall apply to any agreement concluded pursuant to this Act to the extent only that such agreement assures to the United States a rate of duty on wheat flour produced in the United States which is preferential in respect to the lowest rate of duty imposed by the country with which such agreement has been concluded on like flour produced in any other country; and upon the withdrawal of wheat flour from bonded manufacturing warehouses for exportation to the country with which such agreement has been concluded, there shall be levied, collected, and paid on the imported wheat used, a duty equal to the amount of such assured preference.

(b) Every foreign trade agreement concluded pursuant to this Act shall be subject to termination, upon due notice to the foreign government concerned, at the end of not more than three years from the date on which the agreement comes into force, and, if not then terminated, shall be subject to termination thereafter upon not more than six months' notice.

(c) The authority of the President to enter into foreign trade agreements under section 1 of this Act shall terminate on the expiration of three years from the date of the enactment of this Act.

SEC. 3. Nothing in this Act shall be construed to give any authority to cancel or reduce, in any manner, any of the indebtedness of any foreign country to the United States.

SEC. 4. Before any foreign trade agreement is concluded with any foreign government or instrumentality thereof under the provisions of this Act, reasonable public notice of the intention to negotiate an agreement with such government or instrumentality shall be given in order that any interested person may have an opportunity

to present his views to the President, or to such agency as the President may designate, under such rules and regulations as the President may prescribe; and before concluding such agreement the President shall seek information and advice with respect thereto from the United States Tariff Commission, the Departments of State, Agriculture, and Commerce and from such other sources as he may deem appropriate.

Approved, June 12, 1934, 9.15 p.m.

Form No. 8 (Bond Paper or Form No. 72 (Onion Skin)—M-A 8½ x 14 Size—Effective April 19, 1937, for use after Feb. 1, 1938 Sold by Unz & Co., 24 Beaver Street, New York,

U I9025

Form M-A—Invoice of goods for entry in Canada, under Treaty or Preference Rates, when the goods have been sold by the Exporter prior to shipment.

(Place and Date).....19...

Invoice of (General nature or class of merchandise).....purchased

by.....of.....

from.....of.....

to be shipped from.....per.....

CUSTOMER'S ORDER NO.....OUR ORDER NO.....TERMS:.....

Country of Origin	Marks and Numbers on Packages	QUANTITIES AND DESCRIPTION OF GOODS		Fair Market Value at time and place of shipment. (See clause 4 of certificate of value hereon.)	Selling Price to the Purchaser in Canada	
					@	Amount

See page 559 for discussion.

[1]

NOTE:
These facts
must be shown

Amount of: Freight, if any, prepaid and charged.....

Freight, if any, prepaid and not charged.....

Freight, if any, allowed to be deducted by importer on settlement.....

I, the undersigned, do hereby certify as follows:—

(1) That I am the (a) ..... exporter of the goods in the within invoice mentioned or described;

(a) Insert the word partner, manager, chief clerk or principal official, giving rank as the case may be.

(2) That the said invoice is in all respects correct and true;

(3) That the said invoice contains a true and full statement showing the price actually paid or to be paid for the said goods, the actual quantity thereof, and all charges thereon;

(4) That the said invoice also exhibits the fair market value of the said goods at the time and place of their direct exportation to Canada and as when sold at the same time and place in like quantity and condition for home consumption in the principal markets of the country whence exported directly to Canada, and that the said fair market value,—

(a) In the case of new or unused goods is not lower than the actual cost of production of similar goods at the same time and place, plus a reasonable advance for selling cost and profit;

(b) Is without any discount or deduction not shown and allowed on invoices covering sales for home consumption in the country of export in the usual and ordinary course of trade; and

(c) Is without any deduction on account of any drawback or bounty or on account of any royalty actually payable thereon, or payable thereon when sold for home consumption, but not payable when exported, or on account of the exportation thereof, or for any special consideration whatever;

(5) That no different invoice of the goods mentioned in said invoice has been or will be furnished to anyone; and

(6) That no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them, either by way of discount, rebate, salary, compensation or in any manner whatsoever other than as shown in the said invoice.

(A) That each article on this invoice is bona fide the produce or manufacture of the Country specified on the invoice as its Country of Origin;

That each manufactured article on the invoice in its present form ready for export to Canada has been finished in such specified Country of Origin, and not less than one-half the cost of production of each such article has been produced through the industry of * ..... entitled to the benefits of treaty or convention rates or the British Preferential Tariff.

*Insert here name of country or countries.

Dated at.....

this.....*day of*.....

.....
(Firm Name)

.....
(Individual Signature and Title)

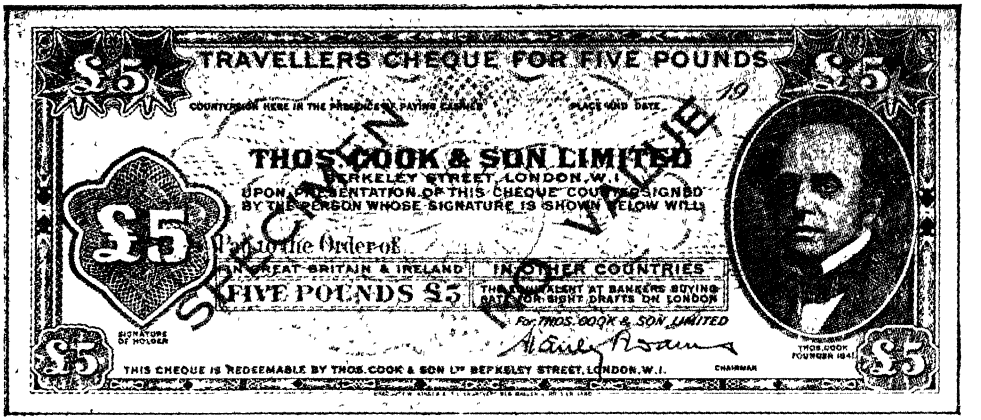
NOTE—When invoicing goods which have been finished in a country specified on the invoice as its country of origin from materials originating in a country or countries entitled to the benefits of treaty or convention rates or the British Preferential Tariff, the names of the countries contributing to one-half the cost of production should be shown in the space provided in the certificate.

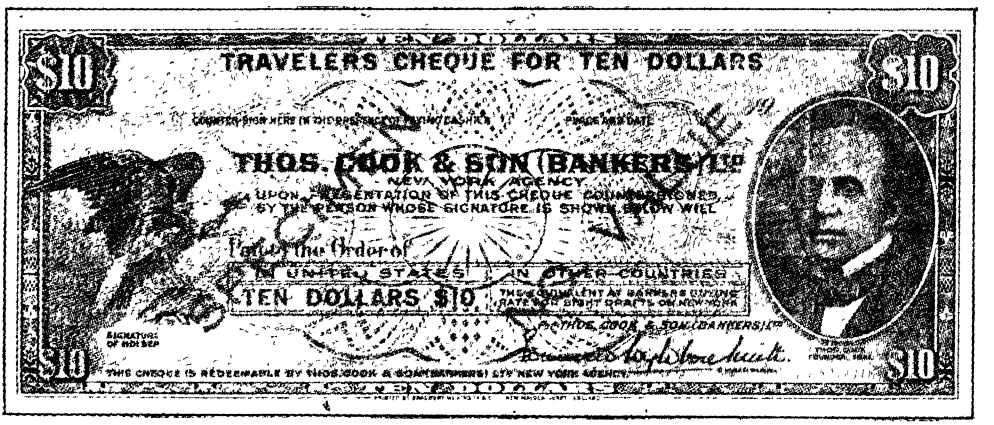
In the calculation of the cost of production for the purpose of determining the qualification for entry under the Intermediate Tariff, none of the following items are to be included or considered, viz:—

1. Outside packages and expenses of packing thereinto.
2. Manufacturer's or exporter's profit or the profit or remuneration of any trader, broker, or other person dealing in the article in its finished manufactured condition.
3. Royalties.
4. Customs or excise duty or tax paid or payable on imported materials.
5. Carriage, insurance, etc., from place of production or manufacture to port of shipment.
6. Any other charges incurred or to be incurred subsequent to the completion of the manufacture of the goods.

Sold by U z & Co., Printers
24 Beaver Street, N. Y.

[2]





See pages 563–564 and 578 for discussion.

UNITED STATES DEPARTMENT OF AGRICULTURE
WASHINGTON, D. C.

APPLICATION FOR PERMIT
TO EXPORT
TOBACCO SEED OR PLANTS

- - - - -

(The following information is required in connection with applications to export tobacco seed or live plants)

1. EXPORTER: Name_____

Address_____

2. CONSIGNEE: Name_____

Title_____

Address_____

3. If consignee is not a government official or agency, state whether the proposed experiments are to be conducted in cooperation with or under the supervision of a government agency_____

_____

4. Type and variety of seed or plants_____

_____

5. Quantity of seed or plants to be exported_____

6. Nature of experiments to be conducted and objectives sought_____

_____

_____

_____

_____

_____

7. Method of shipment proposed_____

8. Port of exit or post office of mailing_____

9. Intended date of exportation_____

Date:_____

_____
Signature of applicant

See page 568 for discussion.

Customs Form 1002
TREASURY DEPARTMENT
(46 C. F. R. 2.5, 2.6
July 1943

CERTIFICATE OF PAYMENT OF TONNAGE TAX[1] No 604093

UNITED STATES CUSTOMS SERVICE

AG—SHOW THIS CERTIFICATE WHENEVER VESSEL ENTERS TO AVOID OVERPAYMENT

Fg Port of New York, January 11, 1944

I hereby certify that on this date United States Lines Co. (Name of payor)
agents (Master, agent, or owner) of the Amer ms Sea Serpent (Flag, rig, and name of vessel)
paid TONNAGE TAX at 6 cents per ton, on 5053 net tons,
amounting to 303.18 dollars. This payment was made on entry of the vessel
from Cardiff, Wales (Name of foreign place and country), on January 11, 1944 and was
the fifth payment made during tonnage year beginning February 8, 1943 (Tonnage year begins on first entry)

SCHEDULE OF PAYMENTS MADE DURING THE TONNAGE YEAR

Payment	DATE	NET TONS	RATE	AMOUNT	PORT OF ENTRY
First	Feb. 8, 1943	5053	6	303.18	New York, N. Y.
Second	May 17, 1943	5053	6	303.18	New York, N. Y.
Third	Aug. 6, 1943	5053	6	303.18	New York, N. Y.
Fourth	Nov. 10, 1943	5053	6	303.18	New York, N. Y.
Fifth	Jan. 11, 1944	5053	6	303.18	New York, N. Y.

(Seal) Collector of Customs.

[1]To be made in triplicate. Original to be given to payor, duplicate transmitted with accounts, and triplicate retained in customhouse. 16—12002b-1 U. S. GOVERNMENT PRINTING OFFICE

See pages 560–561 and 570 for discussion.

Form U 521—Printed in U S A and Sold by UNZ & CO., 24 Beaver St., New York—U 7155

TRACER .

Our No._____
In replying please refer to above number

_____ Carriers' No._____
(Name of Agent)

_____
(Name of Carrier)

_____
(Address)

_____
(City)

DEAR SIR:—

The shipment described below has not been delivered. Please trace and effect delivery as quickly as possible, advising us date and to whom delivered. This tracer will serve as a formal notice of our intention to file claim in the event of your not being able to establish delivery of the shipment described herein.

DESCRIPTION OF THE SHIPMENT

Consigned to_____

Destination_____

Post-Office Address_____

Shipped from_____ Date_____

Route_____ Car Initial_____ Car No._____

Marks_____ Charges_____
(Prepaid or Collect)

No. Packages	ARTICLES	Weight

Remarks:_____

_____

_____

Kindly acknowledge receipt of the above tracer, giving your tracer number, and oblige,
Yours truly,

Per_____

See page 571 for discussion.

Form 7513
UNITED STATES
DEPARTMENT OF COMMERCE
BUREAU OF THE CENSUS
Secs. 30 29, 30 34, 0 35, 30 37, Foreign Commerce Statistical Regulations

This space for number, date of entry, bond, etc

No. . . .

. . . . . , 19

(Class of entry)

SHIPPER'S EXPORT DECLARATION FOR IN-TRANSIT GOODS

NOTE.—This form is to be used for foreign merchandise (a) shipped in transit through the United States, (b) transshipped in ports of the United States for foreign countries, (c) exported from General Order Warehouse, (d) rejected and exported, and (e) exported from Foreign Trade Zones. For these transactions the Shipper's Export Declaration (Commerce Form 7525) should not be used.

Customs File No.

District	Port of Exportation
Country from—	Country to—

Pier No.

Exporting carrier . . . . . (If vessel, give name and flag) From . . . . . (U. S. Customs port of exportation) Date filed . . . . .

Exporter . . . . . (Actual shipper or agent) Address (Number, street, place, State)

For account of . . . . . (Principal or seller) Address (Number, street, place, State)

Consignee . . . . . (Ultimate consignee) Address (Place, country)

Foreign port of unloading . . . . . (For vessels only) Final foreign destination . . . . . (Place and country)

U. S. port of arrival . . . . . From . . . . . (Country from which last shipped)

Date of arrival into the United States . . . . .

(1) Marks and Numbers and Origin of Merchandise	(2) Gross Weight [1]	(3) Number and Kind of Packages, Description of Merchandise and Export License Number [2] (Describe in sufficient detail to permit classification according to Schedule B [3] Do not use general terms)	(4) Schedule B [3] Commodity No.	(5) Net Quantity in Schedule B Units. [3]	(6) Value at Time and Place of Export (Selling price, or cost if not sold, including inland freight, insurance, and other charges to place of export)
	(*In pounds*)			(*State Unit*)	(*Nearest whole dollar*)

(Printed on pink paper)

[1] If gross weight is not available for each schedule B item listed in column (4) included in one or more packages, insert the approximate gross weight for each schedule B item. The total of these estimated weights should equal the actual weight of the entire package or packages.
[2] Insert the appropriate export license number on the line below the description of each item.
[3] Merchandise which cannot be classified in accordance with Schedule B should be classified under schedule F.

I CERTIFY that the above statement is correct and true to the best of my knowledge and belief in all particulars.

Revised May 8, 1948. . . . . . , *Exporter.*

This form may be printed by private parties provided it conforms to official form in size, wording, color and arrangement. For sale by Superintendent of Documents, Government Printing Office, Washington, D. C., and Collectors of Customs at price of 30c block of 100.

16 83975

This form will be revised when it is next reprinted to include appropriate references to Schedule L.

See page 576 for discussion.

Customs Form 7512
TREASURY DEPARTMENT
T D 50648
May 1942

..... Entry No. .. ..
Port .....
Date .. ..

TRANSPORTATION ENTRY AND MANIFEST OF GOODS SUBJECT TO CUSTOMS INSPECTION AND PERMIT

UNITED STATES CUSTOMS SERVICE

Entry No .. ..
Class of Entry ____
(I T) (W& T) (W& I.) (I E) (Drawback, etc.)

DISTRICT NO. .....

PORT OF ..... DATE ....

Entered or imported by ..... to be shipped

in bond via ..... consigned to
(C H L number) (Vessel or carrier) (Car number and initial) (Pier or station)

Collector of customs at ..... Final foreign destination .....
(For exportations only)

Consignee .....
(At customs port of exit or destination)

Foreign port of lading ..... B/L No ..... Date of sailing .....
(Above information to be furnished only when merchandise is imported by vessel)

Imported on the ..... Flag ..... on ..... via .....
(Name of vessel or carrier and motive power) (Date imported) (Last foreign port)

Exported from ..... on ..... Goods now at .....
(Country) (Date) (Name of warehouse, station, pier, etc.)

MARKS AND NUMBERS OF PACKAGES	DESCRIPTION AND QUANTITY OF MERCHANDISE NUMBER AND KIND OF PACKAGES (Describe fully as per shipping papers)	GROSS WEIGHT IN POUNDS (See Note 1)	VALUE (Dollars only)	RATE	DUTY	
	(Printed on White Paper with Brown Ink)					

NOTE 1.—Also state cubic feet if freight is based on space tonnage G O No. .....

TO COLLECTOR I certify that the above-described goods were laden as stated above, sealed with customs seals Nos .....

that the packages (were) (were not) corded and sealed, that the goods agreed with the manifest and were in apparent good order except as noted.

Short or over from importing vessel or carrier.

.....
(Date) *Inspector or Storekeeper*

I truly declare that the statements contained herein are true and correct to the best of my knowledge and belief

Entered or withdrawn by .....

Declared to under oath before me on ....
(Date)

.....
(Title or designation)

TO the Inspector or Storekeeper The above-described goods shall be disposed of as specified herein

For the Collector

RECEIVED from the collector of customs of above district the merchandise described in this manifest for transportation and delivery into the custody of the customs officers at the port named above all packages in apparent good order except as noted hereon

.....
Attorney or Agent of Carrier

14 83075

[1]

See pages 302 and 570 for discussion.

INSTRUCTIONS

(1) *This form will be used as a combined entry or withdrawal and manifest for any merchandise transported in bond in the United States or exported from customs custody.*

(2) *Three copies will be required as a manifest in all cases* for each lot or consignment, or for each vessel or vehicle (car, barge, truck, etc.), if more than one is used; and when the merchandise is to be transshipped en route, one additional copy will be required for each transshipment. *If* one copy is lost, or can not be produced, a copy may be made from whichever manifest is available.

(3) **One copy of the manifest must accompany the vessel or vehicle and be delivered to the collector at destination for his record;** *another copy* must be mailed immediately to the collector at destination, and when the goods are received at customs destination this copy, properly endorsed to show the arrival of the merchandise or its exportation or delivery into customs custody, as the case may be, will be forwarded to the comptroller of customs in whose district the port of origin is located, to be by him duly noted and forwarded to the collector at the port of origin; and *the third copy* will be retained as a record at the port of origin. When transshipment is involved, a copy of the manifest, prepared by the carrier, must be certified and mailed by the customs lading officer to the customs officer at each place of transshipment, to be retained by him as a record of his action.

(4) IF THE GOODS ARE DELIVERED WITHOUT CUSTOMS AUTHORIZATION, THE CARRIER IS LIABLE TO A FINE.

(5) Consult customs officer or Part 18 of the Customs Regulations of 1943 for the appropriate number of copies required for entry purposes.

(6) As the form is the same whether used as an entry or withdrawal or manifest, all copies may be prepared at the same time by the carbon process, unless more than one vessel or vehicle is used, in which case a separate set of manifests must be prepared for each such vessel or vehicle

(7) **Whenever this form is used as an entry or withdrawal, care should be taken that the kind of entry is plainly shown in the block in the upper right-hand corner of the face of the entry.**

(8) This form may be printed by private parties provided it conforms to official form in size, wording, color, and arrangement. For sale by collectors of customs at 25 cents for each block of 100.

CERTIFICATES OF TRANSFER. (If required)

I certify that within-described goods were transferred

by reason of .....

to .....

on ....., 19....., at .....

and sealed with ..... or seals

Nos ....., and that

goods were in same apparent condition as noted on

original lading except .....

.....

.....
Inspector, Conductor, or Master

I certify that within-described goods were transferred

by reason of .....

to .....

on ....., 19....., at .....

and sealed with ..... or seals

Nos ....., and that

goods were in same apparent condition as noted on

original lading except .....

.....

.....
Inspector, Conductor, or Master.

INSPECTED

at .....

on ....., 19.....

and seals found .....

.....

.....

.....

.....
Inspector.

If transfer occurs within city limits of a customs port or station, customs officers must be notified to supervise transfer.

INSPECTOR'S REPORT OF DISCHARGE OR EXPORTATION AT DESTINATION

Port ....., *Station* ....., ..., 19.....

To THE COLLECTOR OF CUSTOMS. Delivering line ..... Car No ..... Initial .....

Arrived ....., 19..... Condition of car ....., of seals ....., of packages .....

DATE OF DELIVERY TO IMPORTER, OR GEN. ORDER	PACKAGES	NO. AND KIND OF ENTRY OR GENERAL ORDER	BONDED TRUCK OR LIGHTER NO.	CONDITIONS, ETC.

I certify above report is correct

(SEAL) ....., *Inspector.*

I certify that goods described in this manifest were laden on the ..... on ....., 19....., cleared for ..... on ....., 19..... that the goods were in apparent good order and agreed with manifest except as noted.

....., 19.....

....., *Inspector.*

☆ U. S. GOVERNMENT PRINTING OFFICE : 1943 16—17457-9

L.F. 24 Rev. Aug. 1942
CAN.
Trust Receipt
84687 Printed in Canada

TRUST RECEIPT

..... 19.....

RECEIVED from the Bank of Montreal the merchandise specified in the bill of lading per..... for. ... shipped by ..... which the undersigned for valuable consideration agree ... to hold on storage as the property of the said Bank, with liberty, as the agent of said Bank, to sell the same for cash, accounting for and paying over the proceeds to said Bank, when and as received on and towards and until payment of the acceptance for $..... due ..... .19 , given or to be given, representing the purchase money of the said merchandise, under Letter of Credit No.. ..... dated. ....19.. ....., issued by the Bank of Montreal; and the undersigned agree.. to keep the said Merchandise, in the meantime, insured against loss or damage by fire, and if demanded by the Bank against any other loss or damage, to its full insurable value in Companies approved by the Bank, the sum insured to be payable, in case of loss, to said Bank, and upon default the Bank shall be entitled but not bound to effect insurance on the goods to such extent as it sees fit and the Customer will pay on demand the premiums and interest thereon: And it is clearly understood, that said Bank shall not be chargeable with the premium of insurance or with any storage or other expenses, incurred or to be incurred on or in respect of the said Merchandise: And the undersigned for valuable consideration agree .. to deliver to said Bank or its assigns or nominees possession of said Merchandise upon demand, free from all charges or other expenses against the same.

.....

See page 581 for discussion.

TARIFF OF UNITED STATES FOREIGN SERVICE FEES

[As established by Executive Order No. 8297 of December 4, 1939]*

The following Tariff of United States Foreign Service Fees is prescribed by the President under authority of section 1745, Revised Statutes, as amended (22 U. S. C. sec. 127), to be charged for official services. All charges for such services must be in strict accordance with this tariff, and be collected in the coin of the United States or at its representative value in exchange. (22 U. S. C. sec. 128). No fee or compensation will be collected for any service not covered by this tariff.

No fees prescribed in this tariff shall be charged or collected for official services to American vessels or seamen. (22 U. S. C. sec. 89.) Consular agents will make the fees in this tariff a basis of collection from the Treasury for services to vessels and seamen. Undocumented vessels owned by American citizens and vessels documented under the laws of the Philippine Islands are not exempt from the payment of the fees prescribed herein.

The following services, except those for which fees are fixed in items 6 and 7 under this tariff shall be rendered free of charge: (*a*) Any services which officers may be called upon to perform under items 46, 24, 28, 31, 32, 34, 36, and 37 of the tariff when performed in connection with the settlement of the estate of any employee of the United States dying abroad while on official duty; (*b*) any service which officers may be called upon to perform under items 24, 28, 31, 32, 34, 36, and 37 of the tariff for the use of any person in the collection of claims from the United States, or in connection with any claim or application for service from the United States Veterans Administration for compensation, pensions, back pay, bounty, bonus, or for property loss in the service of the United States; and (*c*) any service performed for the purpose of establishing the right to and obtaining the return of property held by the Alien Property Bureau, Department of Justice.

All fees must be paid in advance and before the stamps are canceled, except in case of attendance out of office or of commissions, when the amount cannot be determined until the service is performed. Advance deposits to cover fees in such latter cases may be accepted but in no other.

This tariff shall be posted in a conspicuous place in diplomatic and consular offices. (22 U. S. C. sec. 101.)

See page 207 for discussion.

[1]

Item No.	INVOICE SERVICES	Fee
1.	Certification of invoice in such number of copies as will meet the requirements of the regulations and instructions and provide the shipper with one copy (in addition to original), including any additional declaration or certificate not otherwise provided for which is required by law or regulations for use in connection with the entry of the wares or the forwarding of the same in bond (see item No. 30)	$2 50
2.	Certification of invoice of returned American goods	1.00
3.	Certificates and declarations as above described, when issued for a shipment not covered by a consular invoice, including declaration of foreign shipper of articles exported for exhibition and return (Form No. 204) and immigrant's oath regarding teams and vehicles, and in connection with quarantine regulations	1.00
	Exception—	
	Certificates for food and drug products or insecticides (Forms Nos. 197 and 217)	No fee
4.	Certificate to extra copies of invoices, each	1 00
5.	Certificate of disinfection of goods to be shipped to United States in such number of copies as will meet the requirements of the regulations and instructions and provide the shipper with one copy for his own use	2 50

Item No.	SERVICES TO VESSELS AND SEAMEN—Continued	Fee
21.	Attending an appraisement of vessel's goods or effects, for each day's attendance	$5 00
22.	Attending sale of vessel's goods, for each day's attendance during which the sale continues	5.00
23.	Attendance at a shipwreck, or for the purpose of assisting a ship in distress, or of saving wrecked goods or property, over and above the traveling expenses, whenever the consul's interposition is required by the parties interested, for each day	5.00
	MISCELLANEOUS NOTARIAL AND OTHER SERVICES	
24.	Administering an oath and certificate thereof	2.00
	Exceptions—	
	Recording the intention to become a resident and remain a citizen of the United States, or for administering the oath of allegiance to a child born abroad of American parents as provided for in section 6 of the act of March 2, 1907	No fee
	Administering the oath of allegiance under the act of May 9, 1918, amending the act of June 29, 1906, to a person who lost his citizenship by reason of military service with a country then at war with a country with which the United States was at war on May 9, 1918 (8 U S C. § 18)	No fee

PASSPORT SERVICES

6. Execution of application for passport (no exceptions) 1 00
Examination of passport application executed before a foreign official 1 00
Examination of passport application accompanied by a certificate signed by the applicant and two witnesses 1 00
Issue of passport 9 00
Exceptions—
(a) Officers or employees of the United States traveling on official business, or members of their immediate families ..... No fee
(b) Seamen ..... No fee
(c) Widows, children, parents, brothers, and sisters of American soldiers, sailors, or marines buried abroad, whose journey is for the purpose of visiting graves of such soldiers, sailors, or marines ..... No fee
Amendment or verification of an American passport ..... No fee
Renewal of an American passport 5 00
Exceptions—
Same as (a), (b), and (c) above respecting issue of passports if bearer of passport has status held by him at time of issue of passport.
Issuance of Chinese certificate 10 00
The taking of an application for, and issuance of, a travel certificate for use in China 1 00
Execution of application for registration ..... No fee
Issue of certificate of identity and registration 1.00
Execution of affidavit in regard to American birth in connection with application for registration or for passport ..... No fee
For a certified copy of executed form for repatriation of native-born American women under act of June 25, 1936 (49 Stat 1917) 1 00

VISA SERVICES FOR ALIENS

7. Execution of application for immigration visa 1 00
Immigration visa 9 00
Execution of application for passport visa, except where the fee has been reciprocally reduced or waived under the authority of the act of February 25, 1925 (43 Stat 976) (The term "passport visa" refers to the visa of a passport or other travel document including a Chinese certificate) 1 00
Passport visa, or visa of affidavit in lieu thereof, except where the fee has been reciprocally reduced or waived under the authority of the act of February 25, 1925 (43 Stat. 976) 9 00
Exception—
Application for or the visa of the passport for any officer of any foreign government, or members of his immediate family, its armed forces, or of any state, district, or municipality thereof ..... No fee
Limited entry certificate.
Application for limited entry certificate ..... No fee
Limited entry certificate ..... No fee
Transit certificate.
Application for transit certificate ..... No fee
Transit certificate ..... No fee
Visa of alien crew list 2 00
Supplemental visa of alien crew list ..... No fee

For administering the oath of allegiance under the act of June 25, 1936, to a native-born American woman who lost her citizenship by marriage to an alien and whose marriage is terminated. No fee

25. Administering any and all oaths required to be made by pensioners and their witnesses in the execution of their pension vouchers, or by persons presenting claims for pensions or increase of pensions, or claims for insurance or insurance allowances paid by Federal or a State Government, or allotments, or certifying to the competency of a local official before whom said papers were executed, or for other services in relation thereto ..... No fee
26. Administering oaths or taking acknowledgments of officials or employees of the United States Government, or of any corporation in which the United States or its representative shall own the entire outstanding capital stock, in connection with their official business or accounts ..... No fee
27. Administering oaths or taking acknowledgments, or authenticating the signatures of foreign officials, in connection with kinsmen's petitions for wages and effects of deceased seamen of the American merchant marine ..... No fee
28. Acknowledgment of a deed or power of attorney, or similar service, including one or more signatures, with certificate thereof, for each copy 2.00
29. Acknowledgments and authentications connected with the assignment and transfer of United States bonds or other United States Government financial obligations or of powers of attorney therefor or to collect interest thereon ..... No fee
30. For rendering notarial services to officials of foreign governments who render gratuitously reciprocal courtesies to American diplomatic and consular officers, or for certification of invoices of shipments of official supplies and equipment from foreign governments to their diplomatic and consular officers and of shipments of personal effects to such officers in the United States when such foreign government renders gratuitously reciprocal services to the United States Government ..... No fee
31. Certifying to official character of a foreign notary or other official 2.00
Exception—
Authentications under authority of the United States Quarantine Regulations, in the form prescribed by the Department of State, certifying to official character of officials who sign foreign deratization certificates and deratization exemption certificates (see item No 8) ..... No fee
32. For taking depositions, executing commissions or letters rogatory, where the record of testimony including caption and certificate does not exceed 500 words (excluding punctuation) 10.00
For each additional 100 words or fraction thereof ..... .50
The foregoing fee shall cover the administration of the oath and all services of the consul as commissioner, but shall not include services of clerk, stenographer (dictation and typing) or typist, which shall be additional at the rate prescribed herein for copying.
33 Translating or interpreting, for every 100 words of translation or fraction thereof, or for interpreter per hour or fraction thereof 1.00
The foregoing fee shall be collected only when it is necessary that a member of a consular staff be detailed as translator or interpreter in the execution of a commission to take testimony.
Exception—
This item is not applicable to criminal cases under the act of June 20, 1936 (49 Stat 1561, 1564).
34. Copies (carbon copies to be charged for at the same rate as originals This includes the typing of office forms where requested and where such service is not included in any other item of this tariff).
For every 100 words or fraction thereof ..... .50
35. For certifying to the correctness of a copy of, or extract from, a document, official or private 2 00
Each copy certified is to be considered an original, and a fee charged for the certification.
Exception—
For the certification of a document, or copy thereof, the original of which is authorized to be furnished without charge ..... No fee
36. Additional fee for all services contemplated by fees numbered 24, 28, 31, 32, 34, and 35, when rendered elsewhere than at the consular office at the request of the interested parties, for *each hour or fraction* thereof 1.00

SERVICES TO VESSELS AND SEAMEN

8. Bill of health, in duplicate (in triplicate, if necessary) 5.00
   Exception—
   Foreign government-owned or chartered vessels engaged exclusively in official duties ..... No fee
   Bill of health for Panama Canal, in duplicate (in triplicate, if necessary) 5.00
9. For receiving and delivering ship's register and papers, $1 for each 100 tons or fraction thereof, registered measurement (net), of the vessel for which the service is performed, if under 1,000 tons, but for American vessels running regularly by weekly or monthly trips, or otherwise, to or between foreign ports, this tonnage fee will not be charged for more than four trips in a year, and tonnage fees shall not be exacted for any vessel touching at or near ports in Canada on her regular voyage from one port to another within the United States, unless some official service required by law shall be performed (see sec. V-22).
10. And for every additional 100 tons net or fraction thereof ..... .50
11. Shipping or discharging seamen, including the certificate thereof attached to crew list and shipping articles and given to seamen 2.00
12. Authentication of copies of protests or other necessary documents for vessels or seamen not otherwise provided for 2.00
13. Preparation and acknowledgment for vessels or seamen of any oath or declaration for which a form is given in the Foreign Service Regulations, or a similar necessary service not otherwise provided for. See item No. 7 for visa of alien crew lists 2.00
14. Preparation and execution for vessels or seamen of any certificate for which a form is given in the Foreign Service Regulations, or similar necessary service not otherwise provided for 2.00
15. Orders or letters for vessels or seamen for which forms are given in the Foreign Service Regulations, or other similar necessary service not otherwise provided for 2.00
16. Recording, when necessary, for vessels or seamen any document covered by the provisions of the Foreign Service Regulations, for every 100 words or fraction thereof ..... .50
17. Noting marine protest 2.00
18. Extending marine protest 3.00
    If it exceeds 200 words, for every additional 100 words ..... .50
19. Protest of master against charterers or freighters 2.00
20. Clearance when issued by the consul, as at free ports 2.00

In connection with any service rendered outside of the consular office at the request of private individuals, the exact amount of the expenses actually and necessarily incurred by the person rendering the service shall be collected from the persons for whom the service is performed in addition to the fee or fees prescribed therefor, but no amount in excess of the fee or fees prescribed and such actual and necessary expenses shall be charged or accepted.

37. Recording unofficial documents in consulate upon request:
    For every 100 words or fraction thereof ..... .50
38. Any and all services indicated in the tariff of fees and performed *upon written orders of the Department of State* for the official use of the Government of the United States ..... No fee
39. Any and all services in connection with the execution of tax returns, Federal, State, Territorial, municipal, or insular ..... No fee
40. License for the practice of pharmacy and the sale of poisons in the consular districts of the United States in China 2.00
41. For certifying to the correctness of copies of certificates of American origin, manufacture, or inspection, where such services are performed upon *written orders of the Secretary of State* for the purpose of advancing the export trade of the United States (see item No. 1) ..... No fee
42. Presenting a bill of exchange or other negotiable instrument for acceptance, payment, or protest, for each hour or fraction thereof outside of the consular office 1.00
43. Certifying to protest and noting of a bill of exchange or other negotiable instrument and giving notice thereof to drawer and endorsers when requested to do so 2.00
44. Any and all services performed for American citizens while outside the United States in preparation of ballots to be used in any primary, general, or other public elections in the United States, its territories, or possessions, whether Federal, State, Territorial, county, town, or municipal ..... No fee
45. Certificate of Witness to Marriage (Form No 87), in duplicate 1.00
46. For taking into possession the personal estate of any citizen who shall die within the limits of a consular district, inventorying, selling, and finally disposing of, according to law, the balance due thereon for each $100 of market value or fraction thereof 2.00
    Exception—
    No fee shall be charged on securities not negotiable by the consular officer, and evidences of debt not due and payable in the country where the decedent died. No charge shall be made for placing the official seal upon the personal property or effects of such deceased citizen, or for breaking or removing such seals
47. For each certificate of protection, semsar, or certificate of employment issued at Tangier 2.00

U. S. GOVERNMENT PRINTING OFFICE 16—12454-1

Customs Form 1378
TREASURY DEPARTMENT
4.80, 4.81, 4 74, 4 85, 4 84, 4.87, 4.88,
C R 1943
July 1943

The United States of America

TREASURY DEPARTMENT

BUREAU OF CUSTOMS

CLEARANCE OF VESSEL TO A FOREIGN PORT

District of.....

Port of.....

These are to certify all whom it doth concern:

That .....

Master or Commander of the .....

burden ..... *Tons, or thereabouts, mounted with* .....

Guns, navigated with ..... *Men,* .....

..... *built, and bound for* .....

.....

.....

.....

.....

with passengers and having on board .....

.....

.....

MERCHANDISE AND STORES,

hath here entered and cleared his said vessel, according to law.

Given *under our hands and seals, at the Customhouse of* .....

....., *this* ..... *day of* .....

one thousand nine hundred ....., *and in the* .....

year of the Independence of the United States of America.

16—13484-8

Acting Deputy Collector of Customs.

[1]

See pages 598–599 for discussion.

Form 2130
DEPARTMENT OF COMMERCE
BUREAU OF MARINE INSPECTION
AND NAVIGATION

CLEARANCE OF VESSEL IN THE FOREIGN TRADE

Date .....

Manifest No. .....

Vessel ..... (Flag) ..... (Rig) ..... (Name)

Master ..... Net tons ..... Crew .....

Passengers ..... Ballast Kind of cargo .....

Cleared by .....

For .....

.....

Departing from pier .....

Manifest (complete or incomplete). ..... Tons bunker coal laden.

Is vessel a tanker? .... Tons fuel oil laden

REMARKS:

16—16540 U. S. GOVERNMENT PRINTING OFFICE

Customs Form 1378-A
TREASURY DEPARTMENT
4.72, C. R. 1943
March 1943

OATH OF MASTER ON CLEARANCE OF VESSEL FOR PORTS IN GREAT BRITAIN OR IRELAND, OR ANY OF THE COUNTRIES OF CONTINENTAL EUROPE, CANADA, VENEZUELA, ARGENTINA, PERU, COLOMBIA, CUBA, ALGERIA, OR THE FRENCH ANTILLES

TREASURY DEPARTMENT

BUREAU OF CUSTOMS

DISTRICT OF _____
PORT OF _____ } *ss:*

I, _____, do solemnly, sincerely, and truly swear that I am the master of the steamship or vessel named _____, for which clearance is this day requested, and that no meat or meat-food products, as defined and classified by the Department of Agriculture, are or will be included in the cargo of the said steamship or vessel, unless such meat or meat-food products are duly marked "U. S. Inspected and Passed," and that the certificates concerning the same required by the regulations of the Bureau of Animal Industry, Department of Agriculture, known as Regulation 24, sec. 2, B. A. I., Order No. 211 (Revised) (9 C. F. R. 24.3), have been obtained from the Department of Agriculture and are herewith filed with the master's manifest, or will hereafter be filed with the supplemental manifest of the cargo of said vessel.

_____
Master.

Subscribed and sworn to before me this

_____ day of _____, 194__

_____
Deputy Collector.

U. S. GOVERNMENT PRINTING OFFICE 16—33604-2

See pages 598–599 for discussion.

Form 2181
DEPARTMENT OF COMMERCE
BUREAU OF MARINE INSPECTION AND NAVIGATION

ENTRANCE OF VESSEL IN THE FOREIGN TRADE

Date _____

Manifest No. _____

Vessel _____
(Flag) (Rig) (Name)

Master _____ Net tons _____ Crew _____

Passengers _____ Ballast Kind of cargo _____

Entered by _____

From _____

_____

Vessel docked at pier _____

Is vessel a tanker? _____

REMARKS:

U. S. GOVERNMENT PRINTING OFFICE 11—12147

See pages 600–601 for discussion.

Form 7501
WAR SHIPPING ADMINISTRATION
DIVISION OF STATISTICS AND RESEARCH
U. S. MARITIME COMMISSION
DIVISION OF ECONOMICS AND STATISTICS
(Revised January 1943)

(TO BE SUBMITTED IN DUPLICATE)

Budget Bureau No. 62-R001.42

CONFIDENTIAL

This form must be filed at the FIRST port of entry for vessels in foreign trade, or at the FIRST port of arrival for vessels in noncontiguous trade, with the Collector of Customs for transmittal to the War Shipping Administration before midnight of the 4th day after such entrance or arrival.

Date of arrival _____ (Month, day, year)

Port of arrival _____

(Do not use this space)

VESSEL PERFORMANCE AND CARGO REPORT
(VESSELS ARRIVING AT UNITED STATES PORTS)

THIS REPORT MUST BE FILED WITH THE COLLECTOR OF CUSTOMS FOR.

I. Every vessel engaged in foreign trade of the United States upon entering with cargo or in ballast (1) a continental port of the United States, or (2) a port of noncontiguous territory of the United States (viz, Alaska, Hawaii, and Puerto Rico).

II. Every vessel engaged in the *noncontiguous trade of the United States* with cargo or in ballast (1) arriving at ports in continental United States from ports in Alaska, Hawaii, and Puerto Rico, or (2) between noncontiguous ports (viz., Alaska, Hawaii, and Puerto Rico).

1. NAME OF VESSEL: { S. S. / M. V. _____ 2. Flag _____ 3. Type _____ (Freighter, tanker, etc.)

(Do not use this space) (Do not use this space) (Do not use this space)

VESSEL PARTICULARS, OWNERSHIP AND SERVICE

4. Gross tonnage _____ tons.
5. Speed (normal) _____ knots.
6. Type of engines (kind) _____
7. (a) Load line applicable to this voyage. _____ (Winter, summer, etc.)
   (b) Draft at this load line _____ feet.
8. Deadweight applicable to this voyage _____ tons
9. Total bale cubic capacity of vessel _____ cu ft
   (a) Refrigerator space _____ cu ft
   (b) Chilled space _____ cu. ft.
   (c) Deep tank capacity _____ cu ft.
10. Passenger capacity (all classes) _____
11. Owner _____
    Nationality _____
12. Name of any government agency (civil or military) controlling use of vessel: _____ (Br. Min W T, WSA, Army, Navy, Neth Shpg and Trading Committee, etc.)
13. (a) Charterer _____
    Nationality _____
    (b) Type of charter _____ (Time voyage, BB, etc.)
14. Operating agent _____
15. Agent at port of arrival _____
16. Name of line _____
17. Nationality of line _____
18. Employment for this voyage:

	Check.	Approx. Cargo Tonnage.
(a) Carrying U. S. Army cargo	☐	
(b) Carrying U. S. Navy cargo	☐	
(c) Carrying commercial cargo	☐	

ITINERARY (Ports of call after last United States port of loading)

DEFINITION:

NOTE 1.—For a vessel which did not call at a United States port on its last voyage, the first foreign port at which cargo or ballast was loaded for discharge in the United States should be listed below as the first port.

Ports of call	(19) NAME OF— Port	Country	(20) DATE OF Arrival Mo	Day	Yr.	Departure Mo	Day	Yr	(21) DAYS DELAYED Awaiting cargo	Awaiting crew	Awaiting start of repairs	Otherwise [1]	(22) Cargo tons of 2,240 pounds unloaded	(23) Cargo tons of 2,240 pounds loaded
									Number	Number	Number	Number		
1st														
2d														
3d														
4th														
5th														
6th														
7th														
8th														
9th														
10th														

(If vessel has called at more than 10 foreign ports, use an additional Form 7501)

[1] Explain _____ (Such as awaiting orders, bad weather, etc.)

Last departure from United States:

(a) Port _____ (b) Date _____ (Month) (Day) (Year)

See page 598 for discussion.

SUMMARY OF CARGO CARRIED ON ARRIVING AT FIRST UNITED STATES PORT

	Measurement of cargo in cubic feet	*Measurement of cargo in cubic feet*	*Long tons*	*Long tons*
24. Total underdeck cargo				
(a) Cargo carried in refrigerator space				
(b) Cargo carried in chilled space				
(c) Cargo carried in deep tanks (dry cargo vessels only)				
25. Total deck cargo				
26. Total cargo (item 24 plus 25) on board at the time of arrival including cargo in transit, if any				*Long tons*

Check

27. Bunkers on board departing last foreign port — Coal ☐ Fuel oil ☐ Diesel oil ☐ — *Long tons*

28. (a) Water, stores, dunnage, armament, and defensing on board departing last foreign port

(b) Ballast loaded for this voyage on board, arriving in the United States

29. (a) Deadweight tons available for cargo (subtract total of items 27 and 28 (a) from item 8)

(b) Deadweight capacity unused (subtract item 26 from item 29 (a))

(c) Percent of deadweight unused to deadweight available for cargo (item 29 (b) divided by item 29 (a)) ____%

30. Cargo tons to be discharged at United States ports of call (including cargo for transshipment to a foreign country or noncontiguous territory of the United States).

Names of United States Ports	*Destination of Transshipped Cargo (Country)*	*Long tons* (Cargo to be retained in the U. S.)	*Long tons* (Cargo for transshipment only)	*Total Long tons* (Including cargo for transshipment)
1st				
2d				
10th				
Total cargo tons to be discharged at United States ports				

31 Cargo tons on board arriving in the United States, or in noncontiguous territory, for discharge in a port of a foreign country or in another noncontiguous territory (in transit cargo) (Name of country) — *Long tons*

Cubic feet

32 (a) Bale cubic available for cargo

(b) Broken stowage and/or unused space (subtract item 24 from item 32 (a))

(c) Percent of broken stowage and unused space to bale cubic available for cargo (item 32 (b) divided by item 32 (a)) ____%

Comments on voyage (Remarks explaining delays and suggestions on how to improve turn-around time, stowage of cargo, etc., will be appreciated. Indicate nature of any repairs made and time involved at foreign ports).

I HEREBY CERTIFY that this is an accurate and complete report of the lading of this vessel on arrival at her initial United States port of entry or arrival.

(Signed) _____

(Title) _____

16—62162-4

NAME OF VESSEL _____ FLAG _____ DATE OF ARRIVAL _____

INSTRUCTIONS.—Enter below the details indicated for the cargo included under item 30 (cargo tons to be discharged at United States ports of call)

Cargo carried shall be listed in such detail as to show the quantity (in long tons of 2,240 pounds, shipping weight, including tare, if any), of each commodity or general cargo carried between each port of lading and each port of discharge.

Commodities in quantities of less than 10 tons each may be combined and designated "General Cargo." No commodity shall be included in general cargo unless the total quantity of such commodity on board is less than 10 tons.

FREIGHT			PORTS OF—				
			LADING			DISCHARGE	
CODE	COMMODITY	CARGO TONS OF 2,240 POUNDS	Name	Date	Code	Name	Code

Customs Form 3171
TREASURY DEPARTMENT
4.39, C M 1943 - 4 10, 4 30 4 39
4 37 24 16 C R 1943
March 1943

APPLICATION AND PERMIT TO LADE OR UNLADE VESSELS OF 5 NET TONS OR MORE

No. _____

UNITED STATES CUSTOMS SERVICE

DISTRICT NO _____, PORT OF _____, 194__

To the COLLECTOR:

NOTATIONS

Bond having been given as required by law, application is hereby made for a permit:

1. To unlade merchandise (intended to be unladen at this port, as shown by the manifest), baggage, or passengers.....
2. To land "in bond" merchandise (Sec 551, Tariff Act of 1930).....
3. To land and release for repair, adjustment, or refitting and to relade under customs supervision articles of the vessel's equipment, such as Laundry, machinery, radios, ship's chronometer, compass, sails, water casks, and other articles of a character generally used on ships. THE UNDERSIGNED CERTIFIES THAT THE ARTICLES LISTED ON THE REVERSE HEREOF FOR RELEASE UNDER THIS ITEM ARE TO BE LANDED ONLY FOR THE PURPOSE MENTIONED IN THIS ITEM AND WILL BE RELADEN ON THE VESSEL.....

_____
(Articles to be listed on the reverse side hereof showing date and hour of unlading and reladingl)

4. To land supplies, ships' stores, sea stores, or equipment not to be reladen, subject, however, to free or duty-paid entry (Sec. 446, Tariff Act of 1930), viz: .....

_____

5 To discharge ballast which consists of _____ and which is of no commercial value and is not bought as merchandise.

6. To take on board while unlading during the _____ (Day or night) the following articles, viz: .....

_____

7. To lade merchandise or baggage requiring customs supervision.....
8. To retain on board the cargo manifested for.....
9. _____

Such lading or unlading to be done by day (or during other than official hours, if request for overtime services is made and approved),

on or from the _____ (Vessel)

of the _____ Line at or upon _____ (Pier, lighter etc List in sequence if more than one pier)

arrived or expected to arrive from _____ on _____, 194__

Bond for $_____, dated _____, 194__

_____
Master, Agent, or Owner.

Principal on bond _____ Address _____

To the CUSTOMS OFFICER CONCERNED:

Application approved and permit (license) granted. Inspectors will make their return on the back of this form. This permission will not become available, however, until after the manifest of said vessel shall have been delivered to the proper customs officers, and no part of the cargo, baggage, or other articles unladen shall be moved from the wharf, lighter, or other place of unlading before the issuance of a proper permit therefor, or, in the absence of a permit, at the expiration of the general order period.

_____, 194__

_____
Deputy Collector.

Request is made for the services of customs officers and employees during other than official hours on _____, 194__ at _____ M., in connection with said vessel, for

( ) entry, clearance, etc.
( ) lading and unlading.
( ) _____
(If other services are desired, state nature and place such services are to be performed)

_____
Master, Agent, or Owner.

To the CUSTOMS OFFICER CONCERNED:

Request for overtime services approved. You will assign the required number of inspectors and other employees. If no action is taken, note below.

_____, 194__

_____
Deputy Collector.

Inspectors and other employees will note overtime services performed on Customs Form 3853-A.

NOTE.—When discharge or lading is made at more than one pier, the inspector at each pier will make a separate return on the reverse side hereof. This permit must be sent from pier to pier by a customs messenger, or, if no messenger is available, it may be placed in a sealed envelope, addressed to the inspector at the next pier, and given to the master for delivery.

(OVER)

16—13430-2

See page 601 for discussion.

INSPECTOR'S RETURN

STATION No. ....., ..., 194....

To the COLLECTOR:

All articles covered by the above permit were discharged, released, laden, or reladen, or retained on board in accordance with the terms of this application and permit except, viz:

.....

.....

.....

Inspector.

INSPECTOR'S RETURN

STATION No. ....., ..., 194....

To the COLLECTOR:

All articles covered by the above permit were discharged, released, laden, or reladen, or retained on board in accordance with the terms of this application and permit except, viz:

.....

.....

.....

Inspector.

INSPECTOR'S RETURN

STATION No: ....., ..., 194....

To the COLLECTOR:

All articles covered by the above permit were discharged, released, laden, or reladen, or retained on board in accordance with the terms of this application and permit except, viz:

.....

.....

.....

Inspector.

RECORD OF ARTICLES RELEASED AND RELADEN UNDER ITEM No. 3

UNLADEN AND RELEASED					RELADEN		
Date	Hour	Description of article	Released to (Signature)	Inspector	Date	Hour	Inspector

U. S. GOVERNMENT PRINTING OFFICE 16—13580-3

Customs Form 7521
TREASURY DEPARTMENT
19.14, C R 1943, 19 14, C M. 1943
Sept. 1944

T. E. No. .....

Port from .....

Via .....
(Bonded carrier)

Copy for .....

ENTRY FOR BONDED MANUFACTURING WAREHOUSE, AND PERMIT
BUREAU OF CUSTOMS

Collection District No. .....

Port of ....., 19.....

This space for number and date of entry.

Transfer Entry No. .....

Merchandise imported by .....

Arrived on the ..... on ....., 19....., from .....
(Name of importing vessel or carrier If vessel, give flag and motive power) (Date of original importation)

at original port ....., for use in Bonded Manufacturing Warehouse

of ....., located at .....

MARKS AND NUMBERS	MERCHANDISE PACKAGES AND DESCRIPTION	VALUE IN FOREIGN MONEY	ENTERED VALUE IN U S MONEY	RATE	DUTY	
					Dollars	Cents
			Dollars only			
Invoice No.	....., Date....., 19....., Place.....					
Number of invoices..... G O. No						

PERMIT

To the Inspector or Storekeeper: The above-described goods having been entered for manufacturing warehouse, the same may be landed and transferred or received as specified above. You will make return thereof below.

....., *Acting Deputy Collector.*

INSPECTOR'S OR STOREKEEPER'S RETURN

Station ....., ..., 19.....

To the Collector of Customs: The articles described herein have been landed, delivered, or disposed of as directed and in apparent good order, except as noted below:

.....

.....

.....

.....

....., *Inspector or Storekeeper.*

PREPARE IN QUINTUPLE.
For sale by collectors of customs at price of 25 cents per pad containing 100 copies.

16—9730-1

See pages 234, 616, and 617 for discussion.

(If this declaration is made by an agent who does not present with the entry the declaration of the consignee, or who does not have proper authority to execute such declaration for his principal, bond must be given to produce such declaration, in accordance with section 485 (c), Tariff Act of 1930.)

DECLARATION OF NOMINAL CONSIGNEE OR AGENT

I, the undersigned, herewith declare that the consignee in whose name this entry is made is not the actual owner of the merchandise covered thereby, but that this entry exhibits a full and complete account of all the merchandise imported in the vessel indicated therein by _____ of _____ (Address) who is the actual owner for Customs purposes of the said merchandise, except _____

I also declare, to the best of my knowledge and belief, that all statements appearing in the entry and in the invoice or invoices and other documents presented herewith and in accordance with which the entry is made, are true and correct in every respect, that the entry and invoices set forth the true prices, values, quantities, and all information as required by the laws and the regulations made in pursuance thereof, that the invoices and other documents are in the same state as when received, that I have not received and do not know of any other invoice, paper, letter, document, or information showing a different currency, price, value, quantity, or description of the said merchandise, and that if at any time hereafter I discover any information showing a different state of facts I will immediately make the same known to the Collector of Customs at the port of entry.

I further declare, if the merchandise is entered by means of a seller's or shipper's invoice, that no certified invoice for any of the merchandise covered by the said seller's or shipper's invoice can be produced due to causes beyond my control and that if entered by means of a statement of the value or the price paid in the form of an invoice it is because neither seller's, shipper's, nor certified invoice can be produced at this time.

_____ (Signature)
_____ (Address)

☐ *Principal*
☐ *Member of the firm.*
☐ _____ *of the corporation.*
(Title)
☐ *Authorized agent*

Declared to under oath before me this _____ day of _____, 194__, at _____

_____
(Title or designation)

DECLARATION OF CONSIGNEE OR AGENT FOR MERCHANDISE OBTAINED IN PURSUANCE OF A PURCHASE OR AGREEMENT TO PURCHASE

I, the undersigned, herewith declare that this entry exhibits a full and complete account of all the merchandise imported by the consignee in whose name the entry is made in the vessel indicated therein, and that the merchandise was obtained by him in pursuance of a purchase, or an agreement to purchase, except _____

I also declare, to the best of my knowledge and belief, that all statements appearing in the entry and in the invoice or invoices and other documents presented herewith and in accordance with which the entry is made, are true and correct in every respect that the entry and invoices set forth the true prices, values, quantities, and all information as required by the laws and the regulations made in pursuance thereof, that the invoices and other documents are in the same state as when received, that I have not received and do not know of any other invoice, paper, letter, document, or information showing a different currency, price, value, quantity, or description of the said merchandise, and that if at any time hereafter I discover any information showing a different state of facts I will immediately make the same known to the Collector of Customs at the port of entry.

I further declare, if the merchandise is entered by means of a seller's or shipper's invoice, that no certified invoice for any of the merchandise covered by the said seller's or shipper's invoice can be produced due to causes beyond my control, and that if entered by means of a statement of the value or the price paid in the form of an invoice it is because neither seller's, shipper's, nor certified invoice can be produced at this time

_____ (Signature)
_____ (Address)

☐ *Principal*
☐ *Member of the firm*
☐ _____ *of the corporation*
(Title)
☐ *Authorized agent*

Declared to under oath before me this _____ day of _____, 194__, at _____

_____
(Title or designation)

DECLARATION OF CONSIGNEE OR AGENT FOR MERCHANDISE OBTAINED OTHERWISE THAN IN PURSUANCE OF A PURCHASE OR AGREEMENT TO PURCHASE

I, the undersigned, herewith declare that this entry exhibits a full and complete account of all the merchandise imported by the consignee in whose name the entry is made in the vessel indicated therein, and that the merchandise was obtained by him otherwise than in pursuance of a purchase, or an agreement to purchase, except _____

I also declare, to the best of my knowledge and belief, that all statements appearing in the entry and in the invoice or invoices and other documents presented herewith and in accordance with which the entry is made, are true and correct in every respect, that the entry and invoices set forth the true foreign values, prices, quantities, and all information as required by the laws and the regulations made in pursuance thereof that the invoices and other documents are in the same state as when received, that I have not received and do not know of any other invoice, paper, letter, document, or information showing a different currency, price, value, quantity, or description of the said merchandise, and that if at any time hereafter I discover any information showing a different state of facts I will immediately make the same known to the Collector of Customs at the port of entry.

I further declare, if the merchandise is entered by means of a seller's or shipper's invoice, that no certified invoice for any of the merchandise covered by the said seller's or shipper's invoice can be produced due to causes beyond my control, and that if entered by means of a statement of the value or the price paid in the form of an invoice it is because neither seller's, shipper's, nor certified invoice can be produced at this time

_____ (Signature)
_____ (Address)

☐ *Principal*
☐ *Member of the firm*
☐ _____ *of the corporation.*
(Title)
☐ *Authorized agent*

Declared to under oath before me this _____ day of _____, 194__, at _____

_____
(Title or designation)

MISSING DOCUMENTS

NAME AND ADDRESS OF BROKER OR AGENT

This form may be printed by private parties provided it conforms to official form in size, wording, color, and arrangement.

U. S. GOVERNMENT PRINTING OFFICE 16—9736-1

THIS FORM OF WAREHOUSE RECEIPT APPROVED BY THE AMERICAN WAREHOUSEMEN'S ASSOCIATION AND THE DEPARTMENT OF COMMERCE OF THE UNITED STATES

STORAGE ORDER NO. _____ CONSECUTIVE NO. B 0000

BUSH TERMINAL

INDEPENDENT STORES

FOOT OF 40TH TO 51ST STS., BROOKLYN, N.Y.

EXECUTIVE OFFICES
100 BROAD STREET

New York, _____ 19____

This is to Certify, that this Company has received in Storage Warehouse No. _____ in the Borough of Brooklyn, New York, for the account of _____

Ex _____, in apparent good order, except as noted hereon, contents, weight, condition and quality unknown, the following described property, subject to all the terms and conditions contained hereon and on the reverse hereof, such property to be delivered to _____, upon the payment of all Storage, Handling and other charges, and compliance with the United States Customs Regulations and presentation of Custom House Permit.

NUMBER	PACKAGES	SAID TO BE OR CONTAIN	MARKS
		NON-NEGOTIABLE	

THIS RECEIPT IS VALID ONLY WHEN SIGNED BY ONE OF THE FOLLOWING OFFICERS OF THIS COMPANY THE PRESIDENT, A VICE PRESIDENT, THE TREASURER, THE SECRETARY, AN ASSISTANT TREASURER OR AN ASSISTANT SECRETARY

STORAGE _____ PER _____ PER MONTH FROM _____ IS _____

HANDLING _____ PER _____ IN AND OUT INCLUSIVE.

ADVANCES HAVE BEEN MADE AND LIABILITY INCURRED ON SUCH GOODS AS FOLLOWS

COOPERING _____

CARTAGE _____ FREIGHT _____

WEIGHING _____ MISC'L ADVANCES _____

BUSH TERMINAL COMPANY

CLAIMS A LIEN FOR ALL LAWFUL CHARGES FOR STORAGE AND PRESERVATION OF THE GOODS ALSO FOR ALL LAWFUL CLAIMS FOR MONEY ADVANCED INTEREST INSURANCE TRANSPORTATION LABOR WEIGHING, COOPERING AND OTHER CHARGES AND EXPENSES IN RELATION TO SUCH GOODS

Bush Terminal Company

By SPECIMEN
ASSISTANT SECRETARY

GOODS IN BOND

[1]

See pages 126 and 618–621 for discussion.

STANDARD CONTRACT TERMS AND CONDITIONS

TENDER FOR STORAGE—Sec. 1 (a) All goods for storage shall be delivered at the warehouse properly marked and packed for handling. The storer shall furnish at or prior to such delivery a manifest showing marks, brands or sizes to be kept and accounted for separately and the class of storage desired; otherwise the goods may be stored in bulk or assorted lots, in storage, similar or general storage at the discretion of the warehouseman and will be charged for accordingly.

(b) The word "lot" as used herein means the unit or units of goods for which a separate account is to be kept by the warehouseman. Delivery of all or any units of a lot shall be made without subsequent sorting except by special arrangement and subject to a charge.

(c) The warehouseman undertakes to store and deliver goods only in the package in which they are originally received.

STORAGE PERIOD—Sec. 2 (a) All goods are stored on a month to month basis, unless otherwise provided. A storage month shall extend from a date in one calendar month to, but not including, the same date of the next and all succeeding calendar months; but if there be no corresponding date in the next succeeding calendar month it shall extend to and include the last day of that month. When the last day of a fixed storage month falls on Sunday or a legal holiday the storage month shall be deemed to expire on the next succeeding business day.

(b) Except where other procedure is provided by the warehouse receipts act, the warehouseman may upon written notice to the storer of record and to any other person known by the warehouseman to claim an interest in the goods, require the removal of any goods by the end of the next succeeding storage month. Such notice shall be given by delivery in person or by registered letter addressed to the last known place of business or abode of the person to be notified.

INSURANCE, STORAGE RATES, EXPIRATION AND TRANSFERS—Sec. 3 (a) All charges for storage are on a month to month basis unless otherwise provided. Charges for any particular lot shall begin at the inception of the first unit of that particular lot in store and shall continue until the storage month during which the last unit of the particular lot is delivered. Charges shall be made on the basis of the maximum number of units in any particular lot in store during a storage month. All charges for storage are due on the first day of a storage month and all other charges are due when incurred.

(b) Instructions to transfer goods on the books of the warehouseman are not effective until delivered to and accepted by him, and all charges up to the time transfer is made are chargeable to the storer of record. If a transfer involves rehandling the goods, it will be subject to a charge.

(c) The warehouseman reserves the right to move, at his own expense of transfer, and upon notice sent by registered mail to the storer of record and to the last known holder of the negotiable warehouse receipt any goods in storage from any room of the warehouse in which they may be stored to any other of his rooms or warehouses; but if such storer or holder takes delivery of his goods at time of transfer no storage charges shall be made for the current storage month.

(d) When rates are quoted by weight they will unless otherwise specified be computed on gross weight and 2 000 pounds shall constitute a ton.

(e) Goods are not insured nor do storage rates include insurance unless so specified in writing. (Adopted with the understanding that in any state requiring insurance by statute the words or required by statute would be considered a part of the standard terms and conditions.)

HANDLING—Sec. 4 (a) Handling charges cover the ordinary labor and duties incidental to receiving goods at warehouse door, stowing and delivering to warehouse door but do not include unloading or loading of cars, vehicles or vessels, unless so specified. Handling charges will be billed with the storage for the first month.

(b) Goods, at the request of a storer, received or delivered during other than usual business hours will be subject to an additional charge.

CAR UNLOADING AND LOADING—Sec. 5 (a) Charges for unloading or loading of cars include use of switch track, labor required to or from warehouse door and billing of car.

(b) Dunnage and fastenings supplied by the warehouseman and used in loading out cars are chargeable to the storer.

(c) Any additional costs incurred by the warehouseman in unloading cars containing damaged goods are chargeable to the storer.

(d) The warehouseman unless he has failed to exercise due care and diligence shall not be responsible for demurrage nor for delays in unloading inbound cars, nor for delays in obtaining cars for outbound shipments.

DELIVERY REQUIREMENTS—Sec. 6 (a) No goods shall be delivered or transferred except upon receipt by the warehouseman of complete instructions properly signed by the storer.

(b) When a negotiable receipt has been issued no goods covered by that receipt shall be delivered or transferred on the books of the warehouseman, unless the receipt properly indorsed is surrendered for cancellation or for endorsement of partial delivery thereon.

(c) When goods are ordered out a reasonable time shall be given the warehouseman to carry out instructions, and if he is unable due to causes beyond his control, to effect delivery before expiring storage dates, the goods will be subject to charges for another storage month, except when the warehouseman has given notice in accordance with the provisions of Sec. 7h, or because of fire, acts of God, war, public enemies, seizure under legal process, strikes or lockouts, riots and civil commotions, if he is unable, due to causes beyond his control to effect delivery before the expiring storage date the goods shall be subject to storage charges only for that part of the month during which the goods remain in store.

BONDED STORES—Sec. 7 A charge in addition to regular rates will be made for merchandise in bond.

MINIMUM CHARGES—Sec. 8 A minimum charge will be assessed for storage, handling and other services.

EXTRA SERVICE—Sec. 9 (a) Extra services in the interest of the storer such as special warehouse space, material drayage repairing, cooperage sampling weighing repiling inspection physical warehouse checking compiling stock statements, collections, revenue stamps reporting marked weights or numbers, handling railroad expense bills, etc. are chargeable to the storer.

(b) Stock statements submitted in duplicate by the storer will be checked with the books of the warehouseman without charge.

(c) Shipping includes marking, tagging, billing, procuring and forwarding bills of lading and is chargeable to the storer.

(d) Freight and other disbursements made on behalf of the storer are due and payable on demand and subject to interest from date billed by the warehouseman.

(e) Insurers, including holders of negotiable receipts, may subject to insurance regulations and reasonable limitations, have access to their goods in store when accompanied by a warehouse employee whose time is chargeable to the storer.

LIABILITY—Sec. 10 (a) The responsibility of a warehouseman, in the absence of written provisions, is the reasonable care and diligence required by law.

(b) Perishable goods, or goods which are susceptible to damage through temperature changes or other causes incident to general storage, are accepted in general storage only at owner's risk for such damages as might result from general storage conditions.

SCHEDULE OF CHARGES—Sec. 11 Whenever provision is made in these Standard Contract Terms and Conditions for a charge or charges by the warehouseman such charge or charges will conform to the warehouseman's tariff in effect at the time the charge accrues or the service is performed except that no increase in charges within the direct control of the warehouseman will be made on goods that are in storage without a thirty-day notice mailed to the storer of record or the last known holder of a negotiable warehouse receipt.

Approved by the American Warehousemen's Association and the Department of Commerce of the United States

Consecutive Number 3462

The American Warehouse Co.

2121 American Avenue

America, October 25, 19____

This is to certify that we have received in Storage Warehouse,

Unit "B", 2125 American Avenue. for the account of

Evergreen Canning Company Ex. Car

in apparent good order, except as noted hereon (contents, condition and quality unknown) the following described property, subject to all the terms and conditions contained herein and on the reverse hereof, such property to be delivered to it upon the payment of all storage, handling and other charges.

THIS RECEIPT IS VALID ONLY WHEN SIGNED BY ONE OF THE FOLLOWING OFFICERS: John Doe, Pres.; Richard Roe, Secy.

NUMBER	PACKAGES	SAID TO BE OR CONTAIN	MARKS
1,000	Cartons	Sifted Early June Peas in tin - 24/#2½'s	Evergreen Brand

NON-NEGOTIABLE
(Specimen Copy)

Storage 2¢ per carton per month from 10/25 19 —

Handling 3.5¢ per carton in and out inclusive.

Lot No. 5852 Frt. Bill No. Q-4576

Car Initial No. P. R. R. 562343

Advances have been made and liability incurred on such goods as follows:

Coopering _____

Cartage _____ Freight _____

Weighing _____ Misc'l Advances _____

Shipped from Canningtown, Wisc.

The American Warehouse Co. claims a lien for all lawful charges for storage and preservation of the goods, also for all lawful claims for money advanced, interest, insurance, transportation, labor, weighing, coopering, and other charges and expenses, in relation to such goods.

The American Warehouse Co.

By R.R.

Copyright American Warehousemen's Association
Standard Form 888 M-C. 8

See pages 618–621 for discussion.

Approved by the American Warehousemen's Association and the Department of Commerce of the United States

Consecutive Number 1236

The American Warehouse Co.

2121 American Avenue

America, October 25, 19 ____

This is to certify that we have received in Storage Warehouse,

Unit "B", 2125 American Avenue. for the account of

Evergreen Canning Company Ex Car

in apparent good order, except as noted hereon (contents, condition and quality unknown) the following described property, subject to all the terms and conditions contained herein and on the reverse hereof, such property to be delivered to its order, upon the payment of all storage, handling and other charges and the surrender of this Warehouse Receipt properly endorsed.

NUMBER	PACKAGES	SAID TO BE OR CONTAIN	MARKS
1,000	Cartons	Sifted Early June Peas in tin - 24/#2½'s	Evergreen Brand
THIS RECEIPT IS		ISSUED FOR EXACTLY ONE THOUSAND CARTONS.	

NEGOTIABLE

(Specimen Copy)

THIS RECEIPT IS VALID ONLY WHEN SIGNED BY ONE OF THE FOLLOWING OFFICERS.

John Doe, Pres.; Richard Roe, Secy.--Treas.

Storage 2¢ per carton per month from 10/25 19 — *The American Warehouse Co.*

Handling 3.5¢ per carton in and out inclusive.

Lot No. 5852 Frt. Bill No. Q-4576

Car Initial No. P. R. R. 562343

Advances have been made and liability incurred on such goods as follows

This Receipt 50¢ Coopering

Cartage Freight

Weighing Misc'l Advances

Shipped from Canningtown, Wisc.

claims a lien for all lawful charges for storage and preservation of the goods, also for all lawful claims for money advanced, interest, insurance, transportation, labor, weighing, coopering, and other charges and expenses, in relation to such goods.

The American Warehouse Co.

By Richard Roe, Secy.

Copyright American Warehousemen's Association
Standard Form 104 M-C-5

[1]

See pages 618–621 for discussion.

THE GOODS MENTIONED BELOW ARE HEREBY RELEASED FROM THIS RECEIPT FOR DELIVERY FROM WAREHOUSE. ANY UNRELEASED BALANCE OF THE GOODS IS SUBJECT TO A LIEN FOR UNPAID CHARGES AND ADVANCES ON THE RELEASED PORTION

DELIVERIES

DATE	QUANTITY RELEASED		SIGNATURE	QUANTITY DUE ON RECEIPT
11/14/40	100	cartons	Richard Roe Secy.	900
11/29/40	100	cartons	John Doe, Pres.	800
12/12/40	50	cartons	Richard Roe, Secy.	750
1/10/41	100	cartons	John Doe, Pres	650

ENDORSEMENTS

EVERGREEN CANNING COMPANY

J. R. Smith, President

[2]

Customs Form 7505-B
TREASURY DEPARTMENT
Arts 331, 933, 946, 1032, C R 1937, T D 48465
January 1939

ORDER TO RELEASE MERCHANDISE TO OR UPON THE ORDER OF THE WAREHOUSE PROPRIETOR

UNITED STATES CUSTOMS SERVICE

District No. ....., Port of .....

Date filed ....., 19.....

To the Customs Storekeeper at .....
(Name of bonded warehouse)

Please release to or upon the order of the proprietor of the above-named warehouse, as provided in articles 331 and 933 of the Customs Regulations of 1937, the merchandise described below:

Warehouse Entry No	Permit No	Description and quantity of merchandise	Condition, etc

Merchandise released in accordance with this order,

to .....

on .....

.....
(Storekeeper)

Signed

.....
(Person making warehouse withdrawal)

Release report correct:

.....
(Warehouse proprietor)

This form may be printed by private parties provided it conforms to official form in size, wording, color, and arrangement
For sale by collectors of customs at price of 25 cents per pad of 100 copies 2—17339 U. S. GOVERNMENT PRINTING OFFICE

See pages 618–621 for discussion.

Customs Form 3193
TREASURY DEPARTMENT
ARTS 145, 1007, C. R. 1937
June 1939

☞ This "General Order" will issue to the Inspector in charge of Vessel. The goods not permitted will be immediately sent to General-Order Warehouse, unless a license has been granted by the Collector allowing them to remain on the wharf a specified time, not to exceed forty-eight hours, exclusive of Sundays and holidays, from the time of their discharge, at the risk of the owner of the vessel.

"GENERAL ORDER" TO SEND UNPERMITTED PACKAGES FROM WHARF TO PUBLIC STORE

United States Customs Service,

DISTRICT NO. ....., PORT OF .....

Collector's Office, ..., *19*.....

The Inspector on board the .....

.... Master. from ....., will allow to be landed, and will send to the Public Store, No. .....

Street, all packages for which no permit or order shall have been received by him contrary to this direction, except perishable articles, gunpowder and explosive substances, and neat cattle and hides, which he will retain on board, and send notice thereof to this Office.

.....
Acting Deputy Collector.

☞ Bulky packages of iron, steel, tin, and machinery will be sent to a bonded shed.
☞ The usual weighing, gaging, and measuring will be done before sending goods under this order.

U. S. GOVERNMENT PRINTING OFFICE 16—9634

See pages 600–601 for discussion.